Agenda

Regular Meeting of the Governing Body
May 28, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or 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 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.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link: https://santafenm.gov/city-clerk-community-engagement/city-clerk-1/governing-body-public-comment

Live Public Comment: Members of the public may provide public comment in person during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings.

Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/81906470889

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- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: **819 0647 0889**. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order

2. Pledge of Allegiance

a. Councilor Chavez

3. Salute to the New Mexico Flag

   a. Councilor Castro

4. Invocation and Rememberances

   a. Councilor Michael Garcia

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

9. Action Items: Consent Agenda

   a. Request for Approval of the April 30, 2025, Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 05/14/2025

   b. Request for Approval of the May 14, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 05/28/2025

   c. Request for Approval of a Construction Contract with Great Western Electrical, Inc. in the Total Amount of $5,409,375 Including NMGRT for On-Call Electrical Services through June 30, 2029. (Joshua Bohlman, Public Works Project Manager, jbohlman@santafenm.gov)

      Committee Review
      Public Works and Utilities Committee: 05/19/2025
      Finance Committee: 05/27/2025
      Governing Body: 05/28/2025

   d. Request for Approval of Amendment No. 2 to Item # 23-0157 with Thatcher Company of Arizona, Inc. to Increase the Compensation by $62.890.08 for a New Total Contract Amount of $4,641,890.08 to Provide Chemicals for the Treatment of Drinking Water at the Canyon Road Water Treatment Plant. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov and Leroy Alvarado, Wastewater Management Division Operations Supervisor, lmalvarado@santafenm.gov)

Committee Review:
Public Works and Ultility Committee: 05/19/2025
Fiannce Committee: 05/27/2025
Governing Body: 05/28/2025

e. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0224 with GME General Building LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Gloriosos-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities: 05/19/2025
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

f. Request for Approval of Amendment No. 3 to Construction Contract Item #23-0565 with CF Padilla to Increase the Compensation by $606,315.66 for a New Total Amount Not to Exceed $19,839,842.92, Including NMGRT for Construction of the Nichols Dam Rehibilitation Project. (Taylor Jurgens, Engineer; trjurgens@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $606,316 from the Water Enterprise Fund Balance to Water WIP Construction for the Nichols Dam Outlet Works Rehabilitation Project.

Committee Review:
Public Works and Utilities Committee: 05/19/2025
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

g. Request for Approval of a Professional Services Contract with Government Portfolio Advisors (GPA) for Investment Advisory Services in the Total Amount of $389,475 for a Four-Year Term. (Emily K. Oster, Finance Director; ekoster@santafenm.gov : Alexis Lotero, Assistant Finance Director; aclotero@santafenm.gov)

Committee Review:
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

h. CONSIDERATION OF RESOLUTION NO. 2025-___. (Councilor Signe Lindell)
A Resolution Authorizing the Sale and Consumption of Beer and Wine During Portions of the International Folk Art Market on July 10 and 12, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/14/2025
Quality of Life Committee: 05/21/2025
Governing Body: 05/28/2025

i. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Carol Romero-Wirth)
A Resolution Restricting the Weight Limit on the Cerro Gordo Bridge No. 8838 Not to Exceed a Gross Weight Limit of Fifteen (15) Tons Until Repairs are Made; Directing Installation of Weight Limitation Signs in Advance of the Bridge and Notice of this Resolution Sent to the New Mexico Motor Transportation Department, as Required by State Law; Specifying that Violation of the Weight Limit is a Misdemeanor, Punishable by the Penalties in NMSA 1978, Section 66-8-7; and Directing Notice to the New Mexico Department of Transportation when Repair Completion and Full Access to the Bridge is Restored. (Jennifer Morrow, Complete Streets Division Director; jlmorrow@santafenm.gov)

Committee Review:
Finance Committee(Introduced): 05/27/2025
Governing Body: 05/28/2025

10. Action Items: Discussion Agenda

a. Request for Approval to Enter a Memorandum of Agreement with the New Mexico Health Care Authority (NMHCA) for the Purpose of Participation in the New Mexico Ambulance Supplemental Payment Program to Facilitate an Inter-Governmental Transfer of Funds Paid by the City to NMHCA in the Amount of $871,970.20 with a Return Revenue of $3,181,211.95 to the City from the Federal Medicaid Program. (Sten Johnson, Assistant Fire Chief; sajohnson@santafenm.gov)

Committee Review:
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

b. Request for Approval of Amendment No. 3 to Solutions Agreement Item #22-0176 with Mainline Information Systems to Increase the Compensation by $323,605 for a New Total Amount of $1,038,873.48, Extend the Term to May 31st, 2026, and Add Additional Products. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov; Larry Worstell, ISD Manager; lfworstell@santafenm.gov)

Committee Review:
Finance Committee: 05/27/2025

Governing Body: 05/28/2025

c. Request for Approval of Amendment No.1 to Item #25-0012 Construction Contract with Vital Consulting Group, LLC. to Increase Compensation by $322,018.62, for a New Total Amount of $7,504,116.67 Including NMGRT, to Change the Scope of Work and to Complete Demolition and Reconstruction of the Terminal Ramp at the Santa Fe Regional Airport. (Sebastian Gallegos, Project Administrator; sfgallegos@santafenm.gov)

Committee Review:
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

d. Request for Approval of Amendment No. 3 to Legal Services Agreement Item #23-0635 with Brownstein Hyatt Farber Schreck, LLP to Increase the Not-to-Exceed Amount by $120,000 for a New Total Amount of $412,160.25 Including NMGRT for Legal Services Related to the Development of the Midtown Property (Erin McSherry, City Attorney: ekmcsherry@santafenm.gov)

Committee Review:
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

11. Matters from the City Manager

12. Matters from the City Attorney

    a. EXECUTIVE SESSION

    In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(8) (Discussion of the Disposition of Real Property), Discussion of the Premises Located at 2801 Cerrillos Road, Currently Leased to Interfaith Community Shelter Group. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov)

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025-_____. (Councilor Alma Castro)
    A Resolution Authorizing the Sale and Consumption of Beer and Wine During the Railyard Plaza Summer Scene Concert Sponsored by IndigenousWays on August 15, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/28/2025
Quality of Life Committee: 06/04/2025
Governing Body: 06/11/2025

b. CONSIDERATION OF RESOLUTION NO. 2025-_____. (Mayor Alan Webber)
A Resolution Notifying the County Clerk of the County of Santa Fe that the Regular Local Election on November 4, 2025, Includes Elections for One City Councilor from each Council District and the Mayor of the City of Santa Fe. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/28/2025
Quality of Life Committee: 06/04/2025
Governing Body: 06/11/2025

c. CONSIDERATION OF BILL NO. 2025-14. ADOPTION OF ORDINANCE NO. 2025-_____. (Mayor Alan Webber and Councilor Carol Romero-Wirth)
Authorizing the Issuance and Sale of City of Santa Fe, New Mexico, Tax-Exempt General Obligation Improvement Bonds, Series 2025, in the Principal Amount of $25,000,000, Payable from As Valorem Taxes Levied on All Taxable Property Within the City, Levied Without Limit as to Rate or Amount; Providing for the Form, Certain Terms and Conditions of the Bonds, the Manner of their Execution, and the Method of and Security for Payment Thereof; Delegating Authority to Each of the Mayor, City Manager and City Finance Director to Approve a Form of Noice of Competitive Sale of the Bonds or, if Deemed Advisable, the Selection of Underwriters to Sell the Bonds in a Negotiated Sale, and to Determine the Maturity Dates and Amounts, Interest Rates, Prices, Redemption Features and Other Final Terms of the Bonds in an Award Certificate; Approving the Form of an Agreement for Registrar and Paying Agent Services to be Provided by Bokf, Na and Authorizing is Execution and Delivery; and Providing for Other Details Concerning the Bonds. (Emily Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/28/2025
Governing Body (Public Comment): 06/11/2025
Public Works and Utilities Committee: 06/16/2025
Finance Committee: 07/07/2025
Governing Body: 07/09/2025

d. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Alma Castro, and Councilor Amanda Chavez)
A Resolution Identifying City Property a 2395 Richards Avenue as a Location for a Micro Community to Provide Shelter and Supportive Services for Individuals Experiencing Homelessness in Santa Fe. (Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/28/2025
Public Works and Utilities: 06/02/2025
Governing Body Special Meeting: 06/03/2025

17. Petitions from the Floor

18. Public Comment on Bills (First Public Comment, No Action)

    a. CONSIDERATION OF BILL NO. 2025-12. ADOPTION OF ORDINANCE NO. 2025____. (Mayor Alan Webber)
    Be it Ordained by the Governing Body of the City of Santa Fe: Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe, New Mexico (the "Borrower/Grantee"), in the Total Amount of $5,500,000, Including a Loan in the Amount of $2,200,000; Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Repairs to the Nichols Dam Outlet Conduit, Including Sealing of Conduit Joints, Conduit Lining, Installation of Filter Diaphragm Around Outlet Conduit, Including Related Work and Revisions, and Solely in the Manner Described in the Loan/Grant Agreement; Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee Solely from the Net Revenues of the Water Utility System of the Borrower/Grantee; Certifying that the Loan/Grant Amount, Together with Other Funds Available to the Borrower/Grantee, is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Loan/Grant Agreement; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Ordinance; and Authorizing the Taking of other Action in Connection with the Execution and Delivery of the Loan/Grant Agreement. (Alan Hook, Water Resources Coordinator Assistant; aghook@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 05/14/2025
    Governing Body (Public Comment): 05/28/2025
    Public Works and Utilities Committee: 06/02/2025
    Finance Committee: 06/09/2025
    Governing Body (Public Hearing): 06/25/2025

19. Final Action on Legislation (Public Hearing)

    a. CONSIDERATION OF RESOLUTION NO. 2025-___. (Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Amanda Chavez)
    A Resolution Making a Finding of Necessity and Designating an Area Comprised of a Majority of the Midtown Local Innovation Corridor Overlay District as a Metropolitan Redevelopment Area. (Daniel Hernandez, Director of Metropolitan Development Agency; dahernandez@santafenm.gov and Carly Vendetti, Asset Development Manager, Metropolitan Development Agency; cavenditti@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/26/2025
Economic Development Advisory Committee: 04/02/2025
Quality of Life Committee: 04/02/2025
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025 POSTPONED TO MAY 28, 2025, REGULAR GOVERNING BODY MEETING
Governing Body (Public Hearing): 05/28/2025

20. Public Hearings (Land Use Cases, Appeals and Other Items Required to Have a Public Hearing)

21. Appointments

    a. Santa Fe Civic Housing Authority

    - Chris Graeser - Appointment - Term Ending 03/2030
    - Lynne Canning - Reappointment - Term Ending 03/2030
    - John Wheeler - Reappointment - Term Ending 03/2030

22. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

Agenda

Regular Meeting of the Governing Body
April 30, 2025 at 4:30 PM
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Procedures for Governing Body Meeting

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1. Recognition

    a. Proclamations

        - Elevate the Spectrum Day
        - Cecilia Rios Day
        - Vitalia Maestas Garcia Day

2. Call to Order

3. Pledge of Allegiance

    a. Councilor Michael Garcia

4. Salute to the New Mexico Flag

    a. Councilor Faulkner

5. Invocation and Rememberances

    a. Councilor Cassutt

6. Roll Call

7. Approval of Agenda

8. Approval of Consent Agenda

9. Presentations

    a. Water and Wastewater Division Increased Revenue Requirements. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)

    b. Downtown Employer Permit Program Pilot Update. (Steve Kaspan, Parking Division Director; spkaspan@santafenm.gov)

10. Action Items: Consent Agenda

    a. Request for Approval of the April 9, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardernas@santafenm.gov)

        Committee Review:
        Governing Body: 04/30/2025

    b. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from J&J Retirement, LLC dba Joe's Dining & Pizza for a Restaurant B (Beer, Wine & Spirits) Liquor License with On-Premises

Consumption Only with Patio Service. (Julie Rasmussen, Administrative Assistant; jkrasmussen@santafenm.gov)

Committee Review:
Liquor Hearing: 04/22/2025
Governing Body: 04/30/2025

c. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from National Dance Institute of New Mexico (NDI) for a Waiver of the 300-Foot Location Restriction and Approval to Allow the Dispensing/Consumption of Alcoholic Beverages at the NDI Dance Barns, 1140 Alto Street, which is Within 300 Feet of Aspen Community Magnet School, 450 La Madera Street and La Comunidad de Los Ninos Head Start, 1121 Alto Street, for NDI New Mexico's 2025 Annual Gala to be Held on Saturday, May 3, 2025, with Alcohol Service from 4:00 P.M. to 11:00 P.M. (Xavier Vigil, Assistant City Clerk; xivigil@santafenm.gov and Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

Committee Review:
Liquor Hearing: 04/22/2025
Governing Body: 04/30/2025

d. Request for Approval of Amendment No. 1 to Construction Contract Item #25-0013 with B&D Industries, Inc. to Increase Compensation by $11,363 for a New Total of $488,380 Including NMGRT for Southside Library HVAC Replacement. (Spencer Schwartz, Public Works Project Manager II, smschwartz@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

e. Request for Approval of a Construction Contract with B&D Industries, Inc. in the Total Amount of $5,409,375 Including NMGRT for On-Call Electrical Services through June 30, 2029. (Joshua Bohlman, Public Works Project Manager, jbohlman@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

f. Request for Approval of the Capital Appropriation Project Agreement C5243321 with the New Mexico Department of Transportation for the St. Michael's Drive Rail Trail Underpass in the Total Amount of $100,000 with a Reversion Date of June 30, 2028. (Romella Glorioso-Moss, Capital Projects

Manager; rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $100,000 from the Capital Appropriation Grant to Complete Streets Revenue and WIP Design for the St. Michael's Drive Rail Trail Underpass Project.

Committee Review:
Public Works & Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

g. Request for Approval of a Transportation Project Fund Grant Agreement with the New Mexico Department of Transportation in the Total Amount of $2,300,000 to Construct the Buckman Road Pavement Reconstruction Project Identified as HW2LP50060 through June 30, 2027. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds of $2,185,000 and Local Matching Funds of $115,000 from the Impact Fee Road Fund to FY 2025 Revenue and Expenses for the Construction of the Buckman Road Pavement Reconstruction Project.

Committee Review:
Public Works & Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

h. Request for Approval of a Construction Contract with TLC Santa Fe, LLC for the Replacement of HVAC System at the Santa Fe Regional Airport in the Total Amount of $404,288.03 Including NMGRT for a One-Year Term. (Sebastian Gallegos, Project Administrator; sfgallegos@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

i. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $119,949 from Wastewater Fund Balance to Repair and Maintenance System Equipment for the Paseo Real Wastewater Treatment Plant. (Leroy Alvarado, WW Management Division Operations Supervisor: lmalvarado@santafenm.gov and Michael Dozier, WW Management Division Director; mldozier@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025

Finance Committee: 04/28/2025
Governing Body: 04/30/2025

j. Request for Approval to Purchase of a Filter Replacement for the Wastewater Treatment Plant for a Total Amount of $320,215 with Parkson Corporation. (Leroy Alvarado, WW Management Division Operations Supervisor: lmalvarado@santafenm.gov and Michael Dozier, WW Management Division Director: mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $320,215 from the Wastewater Fund Balance to Equipment & Machinery.

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

k. Request for Approval of Professional Service Agreement with Intera, Inc. to Provide Regulatory Groundwater Monitoring, Soil Vapor Monitoring, and Other Environmental and Engineering Services for Frank Ortiz Park Landfill in the Total Amount of $1,298,250 for a Four-Year Term. (Sandra Gabaldon, Environmental Compliance Specialist: sgabaldon@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

l. Request for Approval of Amendment No. 1 to Item #23-0509 with AECOM Technical Services Inc. to Remove the Fiscal Year Compensation Amount Limits and Increase Compensation by $4,759,625 for a New Total Amount of $8,000,000 for Services Related to Dams and Geotechnical Engineering and General Engineering. (John Del Mar, Engineering Supervisor; jpdelmar@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

m. Request for Approval of Grant Agreement from the New Mexico Department of Health in the Amount of $818,387.10 for a Coordinated Community Response to Community Violence to Include but not Limited to Youth Violence and Gun Violence. (Julie Sanchez, Youth and Family Services Division Director;

jjsanchez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Budget $818,387.10 into FY25 Revenue and Expenses for a Coordinated Community Response to Community Violence.

Committee Review:
Quality of Life Committee: 04/23/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

n. Request for Approval of a Construction Contract with GM Emulsion LLC in the Total Amount of $3,314,913.68 Including NMGRT for the Construction of S100370 Agua Fria and Cottonwood Drive Intersection Improvements Project (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

o. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $2,925,700 to Increase Various Org and Objects Using FY25 Available Revenue in Excess of Budgeted Expenditures. (James Harris, Airport Director, jcharris@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/29/2025

p. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $255,000 from Parking Enterprise Fund Balance to Parking WIP Construction, Data Processing Equipment, and Vehicles for Repaving Water Street Parking Lot, Railyard Garage Security Cameras, and an Electric Truck. (Steve Kaspan, Parking Division Director; spkaspan@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

q. Request for Approval of Amendment No. 2 to Professional Services

Agreement Item #21-0522 with FCS Group, to Increase the Compensation by $60,000 for a New Total Amount of $696,052 Including NMGRT and to Extend the Term to October 1, 2025, for Rate Model Support On-Call Financial Services. (Sean Moody, Capital Projects Manager; sxmoody@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

r. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $90,000 Into FY25 Revenue and Expenses for Transitional Housing and Shelter Facilities for Victims of Domestic Violence. (Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenm.gov)

Committee Review:
Quality of Life Committee: 04/23/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

s. Request for Approval of Amendment No. 1 to Item #24-0582 with Wells Fargo Bank to Extend the Term of the Master Banking Services Agreement through September 26, 2034. (Emily K. Oster, Finance Director; ekoster@santafenm.gov and Clarence Romero, Treasury Officer; clromero@santafenm.gov)

Committee Review:
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

t. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Jamie Cassutt and Councilor Pilar Faulkner)
A Resolution Authorizing and Directing the Widening of Zia Road to Accommodate a Necessary Deceleration Lane, Using Adjacent, Unimproved Land Comprising Approximately One Percent (1%) of Candelero Park, on its Far Northern Boundary; and Directing the City Manager to Designate an Agent to Apply for a Lot Line Adjustment and Any Other Administrative Steps Required as the Governing Body's Agent. (Rebecca Mnuk-Herrmann, Assistant City Attorney; ramnukherrmann@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/09/2025
Public Works and Utilities Committee: 04/21/2025
Quality of Life Committee: 04/23/2025
Governing Body: 04/30/2035

u. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Alma Castro)
A Resolution Authorizing the Sale and Consumption of Beer and Wine During the

Railyard Plaza Summer Scene Concerts Sponsored by the International Folk Art Market on July 9, 10, and 11, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduction): 04/09/2025
Quality of Life Committee: 04/23/2025
Governing Body: 04/30/2025

v. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Carol Romero-Wirth, Councilor Signe Lindell, Councilor Jamie Cassutt, and Councilor Alma Castro)
A Resolution Establishing a Plan for Use of Budgeted Funds to Study Hiring Council Staff. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/09/2025
Quality of Life Committee: 04/23/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2035

w. CONSIDERATION OF RESOLUTION NO. 2025-___. (Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Amanda Chavez)
A Resolution Making a Finding of Necessity and Designating an Area Comprised of a Majority of the Midtown Local Innovation Corridor Overlay District as a Metropolitan Redevelopment Area. (Daniel Hernandez, Director of Metropolitan Development Agency; dahernandez@santafenm.gov and Carly Vendetti, Asset Development Manager, Metropolitan Development Agency; cavenditti@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/26/2025
Economic Development Advisory Committee: 04/02/2025
Quality of Life Committee: 04/02/2025
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

x. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Signe Lindell)
A Resolution Correcting the Required Permit Named for Resolutions 2025-16, Regarding the Movies in the Park Event Series; and 2025-23, Regarding the Summer Scene Concert Event Series, Changing Each from a Special Dispenser Permit to a Public Celebration Permit. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/09/2025
Quality of Life Committee: 04/23/2025
Governing Body: 04/30/2025

y. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Alma Castro, Councilor Signe Lindell, Councilor Michael Garcia)

A Resolution Amending the Immigration Committee's Purpose and Membership. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/09/2025
Immigration Committee: 04/14/2025
Quality of Life Committee: 04/23/2025
Governing Body: 04/30/2025

11. Action Items: Discussion Agenda

12. Matters from the City Manager

13. Matters from the City Attorney

    a. EXECUTIVE SESSION

    In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subparts (H)(7) and (8), Attorney-Client Privileged Discussion of Pending and Threatened Litigation, Through a Quarterly Litigation Update, Including, but Not Limited to, Discussion of Threatened Litigation in the Matter of the Estate of Dorothy Stevens; *Hill et. al vs. City of Santa Fe*, A-1-CA-42062, *Education Retirement Board vs. City of Santa Fe*, D-101-CV-2024-02691*, Throne, et al v. Governing Body of the City of Santa Fe/Amestoy*, D-101-CV-2024-00892 and *City and County of San Francisco et al. vs. Trump*, 25-cv-01350-WHO; and discussion of Disposition of Property Known as Las Estrellas Tract 6a. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov)

14. Executive Session Action Items

    a. Approval of Attorney-Client Privileged Recommended Strategy/Next Steps in the Matter of Threatened Litigation Regarding the Estate of Dorothy Stevens.

    b. Approval of a Settlement Agreement Resolving the Plaintiffs' Appeal of the District Court Decision in Throne, et al v. Governing Body of the City of Santa Fe/Amestoy, D-101-CV-2024-00892.

15. Matters from the City Clerk

16. Communications from the Governing Body

17. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025-__. (Councilor Jamie Cassutt and Councilor Signe Lindell)
    A Resolution Authorizing the Sale and Consumption of Beer, Wine, and Cider

During the Santa Fe PRIDE Festival on June 28, 2025, in a Beer, Wine, and Cider Garden Adjacent to 100 S. Lincoln Avenue, Pursuant to Section 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/30/2025
Quality of Life Committee: 05/07/2025
Governing Body: 05/14/2025

b. CONSIDERATION OF BILL NO. 2025-11. ADOPTION OF ORDINANCE NO. 2025__. (Councilor Carol Romero-Wirth, Mayor Alan Webber)
A Bill Updating the Rates and Fees for Wastewater Utility Services. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

Committee Review
Governing Body (Introduced): 04/30/2025
Governing Body (Public Comment): 05/14/2025
Public Works and Utilities Committee: 05/19/2025
Finance Committee: 06/09/2025
Governing Body (Public Hearing): 06/11/2025

18. Petitions from the Floor

19. Public Comment on Bills (First Public Comment, No Action)

20. Final Action on Legislation (Public Hearing)

21. Public Hearings (Land Use Cases, Appeals and Other Items Required to Have a Public Hearing)

    a. CONSIDERATION OF BILL NO. 2025-8. ADOPTION OF ORDINANCE NO. 2025-____.
    A Bill Rezoning an Approximately 2.50-ACRE Tract of Land Located at 214 Camino de Los Marquez, from R-21 PUD (Residential Twenty-one [21] Dwellings Per Acre, Planned Unit Development) to R-29 (Residential Twenty-Nine [29] Dwellings Per Acre) (Case No. 2024-8898).

    b. **Appeal # 2025-9812-APPL of Case # 2024-9478-HDRB.** Property Owner Miriam Leth Espensen and Agent Stefanie Beninato Appeal the Historic Districts Review Board's December 10, 2024, Decision Denying a Request for an Exception to Exceed the 4'6" Maximum Allowable Height by 1'2" for a Fence in Front of a Contributing House in the Downtown and Eastside Historic and Business Capital Districts. (Frank Ruybalid, Assistant City Attorney; feruybalid@santafenm.gov)

22. Appointments

    a. Pro Tem Judge

        - David Thomas

    b. Arts Commission

        - Heidi Brandow - Appointment - Filling an Unexpired Term Ending 10/2026
        - Erin De Rosa - Appointment - Filling an Unexpired Term Ending 10/2026
        - Hernan Gomez - Appointment - Term Ending 10/2026
        - Karina Hean - Appointment - Term Ending 10/2026
        - Mayrah Udavardi - Appointment - Term Ending 10/2026

23. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk’s office at 505-955-6521, five (5) working days prior to meeting date.

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, APRIL 30, 2025, 4:30 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Recognition**	**Given**	**3**	
2.	**Call To Order**	**Convened at 5:00 pm**		**3**
3.	**Pledge of Allegiance**	**Councilor Michael Garcia**		**3**
4.	**Salute to the NM Flag**	**Councilor Faulkner**		**3**
5.	**Invocation and Remembrances**	**Councilor Cassutt**	**3**	
6.	**Roll Call**	**Quorum**		**3-4**
7.	**Approval of Agenda**	**Approved**		**4**
8.	**Approval of Consent Agenda**	**Approved**		**4-5**
9.	**Presentations**			
	a. Water and Wastewater	**Heard**	**5**	
	b. Downtown Permit	**Heard**	**5**	
10.	**Action Items: Consent Agenda**	**Approved**		**5-9**
11.	**Action Items: Discussion Agenda**	**None**		**9**
12.	**Matters From the City Manager**	**Heard**	**10**	
15.	**Matters From the City Clerk**	**Heard**	**10**	
16.	**Comm. From the GB**	**Heard**	**10**	
17.	**Introductions of Legislation**			
	a. Resolution No. 2025_____	**Introduced**		**10**
	b. Bill No. 2025-11	**Introduced**		**10**
18.	**Petitions From The Floor**	**Heard**	**11-12**	
10 T.	**Resolution No. 2025_____**	**Approved**		**12**

10 Y.	**Resolution No. 2025-_____**	**Approved**		**12-13**
21.	**Public Hearings**			
	a. Bill No. 2025-8	**Postponed**		**13-15**
	b. Appeal #2025-9812-APPL	**Postponed**	**15**	
22.	**Appointments**			
	a. Pro Tem Judge	**Approved**		**15-16**
	b. Arts Commission	**Approved**		**16**
13.	**Matters From the City Attorney**	**Heard**	**17**	
	Executive Session	**Held**	**17**	
14.	**Executive Session Action Items**			
	a. Approval of Recommend.	**Approved**		**17-18**
	b. Approval of Settlement	**Approved**		**18**
22.	**Adjourn**	**Adjourned at 12:58 am**		**18-18**

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, APRIL 30, 2025 4:30 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. RECOGNITION

- **ELEVATE THE SPECTRUM DAY**
- **CECILIA RIOS DAY**
- **VITALIA MAESTAS GARCIA DAY**

The recognitions were given.

2. CALL TO ORDER

The regular meeting of the Governing Body was called to order by Mayor Webber at 5:00 pm, on Wednesday, April 30, 2025, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Michael Garcia.

4. SALUTE TO THE NEW MEXICO FLAG

The salute to the New Mexico Flag was led by Councilor Faulkner.

5. INVOCATION AND REMEMBRANCES

The invocation was given by Councilor Cassutt.

A moment of silence and remembrances were given.

6. ROLL CALL

MEMBERS PRESENT
Mayor Alan Webber
Councilor Signe Lindell
Councilor Jamie Cassutt
Councilor Amanda Chavez, virtually
Councilor Alma Castro
Councilor Pilar Faulkner

Councilor Lee Garcia
Councilor Michael Garcia
Councilor Carol Romero-Wirth

OTHERS PARTICIPANTS ATTENDING
Mark Scott, City Manager
Erin McSherry, City Attorney
Andrea Salazar, City Clerk
Elizabeth Martin, Stenographer, virtually

7. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Cassutt, to postpone item 10 W to the City Council meeting following the proper notice of the public hearing.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

Las Estrellas, subpart 8, was removed from Executive Session inclusion.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Romero-Wirth, to approve the agenda as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

8. APPROVAL OF CONSENT AGENDA

Items 10 T and Y were removed from the Consent Agenda for discussion.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to approve the Consent Agenda as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee

Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to move item 10 T to after Petitions from the Floor.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

MOTION A motion was made by Councilor Castro, seconded by Councilor Cassutt, to move item 10 Y to after Petitions from the Floor.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

9. PRESENTATIONS

A. WATER AND WASTEWATER DIVISION INCREASED REVENUE REQUIREMENTS

Given.

B. DOWNTOWN EMPLOYER PERMIT PROGRAM PILOT UPDATE

Given.

10. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE APRIL 9, 2025, REGULAR GOVERNING BODY MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE THE REQUEST FROM J&J RETIREMENT, LLC DBA JOE'S DINING AND PIZZA FOR A RESTAURANT B (BEER, WINE & SPIRITS)LIQUOR LICENSE WITH

ON-PREMISES CONSUMPTION ONLY WITH PATIO SERVICE.

Approved on consent.

C. REQUEST FOR APPROVAL OF LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE THE REQUEST FROM NATIONAL DANCE INSTITUTE OF NEW MEXICO (NDI) FOR A WAIVER OF THE 300-FOOT LOCATION RESTRICTION AND APPROVAL TO ALLOW THE DISPENSING/CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE NDI DANCE BARNS, 1140 ALTO STREET, WHICH IS WITHIN 300 FEET OF ASPEN COMMUNITY MAGNET SCHOOL, 450 LA MADERA STREET AND LA COMMUNIDAD DE LOS NINOS HEAD START, 1121 ALTO STREET, FOR NDI NEW MEXICO'S 2025 GALA TO BE HELD ON SATURDAY, MAY 3, 2025, WITH ALCOHOL SERVICES FROM 4:00 PM TO 11:00 PM SATURDAY, MAY 3, 2025, WITH ALCOHOL SERVICE FROM 4:00 PM TO 11:00 PM.

Approved on consent.

D. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO CONSTRUCTION CONTRACT ITEM #25-0013 WITH B&D INDUSTRIES, INC. TO INCREASE COMPENSATION BY $11,363 FOR A NEW TOTAL OF $488,380 INCLUDING NMGRT FOR SOUTHSIDE LIBRARY HVAC REPLACEMENT.

Approved on consent.

E. REQUEST FOR APPROVAL OF A CONSTRUCTION CONTRACT WITH B&D INDUSTRIES, INC, IN THE TOTAL AMOUNT OF $5,409,375 INCLUDING NMGRT FOR ON-CALL ELECTRICAL SERVICES THROUGH JUNE 30, 2029.

Approved on consent.

F. REQUEST FOR APPROVAL OF THE CAPITAL APPROPRIATION PROJECT AGREEMENT C5243321 WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE ST. MICHAEL'S DRIVE RAIL TRAIL UNDERPASS IN THE TOTAL AMOUNT OF $100,000 WITH A REVERSION DATE OF JUNE 30, 2028.

Approved on consent.

G. REQUEST FOR APPROVAL OF A TRANSPORTATION PROJECT

FUND GRANT AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IN THE TOTAL AMOUNT OF $2,300,000 TO CONSTRUCT THE BUCKMAN ROAD PAVEMENT RECONSTRUCTION PROJECT IDENTIFIED AS HW2LP50060 THROUGH JUNE 30, 2027.

Approved on consent.

H. REQUEST FOR APPROVAL OF A CONSTRUCTION CONTRACT WITH TLC SANTA FE, LLC FOR THE REPLACEMENT OF HVAC SYSTEM AT THE SANTA FE REGIONAL AIRPORT IN THE TOTAL AMOUNT OF $404,288.03 INCLUDING NMGRT FOR A ONE-YEAR TERM.

Approved on consent.

I. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $119,949 FROM WASTEWATER FUND BALANCE TO REPAIR AND MAINTENANCE SYSTEM EQUIPMENT FOR THE PASEO REAL WASTEWATER TREATMENT PLAN.

Approved on consent.

J. REQUEST FOR APPROVAL TO PURCHASE A FILTER REPLACEMENT FOR THE WASTEWATER TREATMENT PLANT FOR A TOTAL AMOUNT OF $320,215 WITH PARKSON CORPORATION.

Approved on consent.

K. REQUEST FOR APPROVAL OF PROFESSIONAL SERVICE AGREEMENT WITH INTERA, INC. TO PROVIDE REGULATORY GROUNDWATER MONITORING, SOIL VAPOR MONITORING, AND OTHER ENVIRONMENTAL AND ENGINEERING SERVICES FOR FRANK ORTIZ PARK LANDFILL IN THE TOTAL AMOUNT OF $1,298,250 FOR A FOUR-YEAR TERM.

Approved on consent.

L. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO ITEM #23-0509 WITH AECOM TECHNICAL SERVICES INC. TO REMOVE THE FISCAL YEAR COMPENSATION AMOUNT LIMITS AND INCREASE COMPENSATION BY $4,759,625 FOR A NEW TOTAL AMOUNT OF $8,000,000 FOR SERVICES RELATED TO DAMS AND GEOTECHNICAL ENGINEERING AND GENERAL ENGINEERING.

Approved on consent.

M. REQUEST FOR APPROVAL OF GRANT AGREEMENT FROM THE NEW MEXICO DEPARTMENT OF HEALTH IN THE AMOUNT OF $818,387.10 FOR A COORDINATED COMMUNITY RESPONSE TO COMMUNITY VIOLENCE TO INCLUDE BUT NOT LIMITED TO YOUTH VIOLENCE AND GUN VIOLENCE.

Approved on consent.

N. REQUEST FOR APPROVAL OF A CONSTRUCTION CONTRACT WITH GM EMULSION LLC IN THE TOTAL AMOUNT OF $3,314,913.68 INCLUDING NMGRT FOR THE CONSTRUCTION OF S100370 AGUA FRIA AND COTTONWOOD DRIVE INTERSECTION IMPROVEMENTS PROJECT.

Approved on consent.

O. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE AMOUNT OF $2,925,700 TO INCREASE VARIOUS ORG AND OBJECTS USING FY25 AVAILABLE REVENUE IN EXCESS OF BUDGETED EXPENDITURES.

Approved on consent.

P. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE AMOUNT OF $255,000 FROM PARKING ENTERPRISE FUND BALANCE TO PARKING WIP CONSTRUCTION, DATA PROCESSING EQUIPMENT, AND VEHICLES FOR REPAVING WATER STREET PARKING LOT, RAILYARD GARAGE SECURITY CAMERAS, AND AN ELECTRIC TRUCK.

Approved on consent

Q. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT ITEM #21-0522 WITH FCS GROUP, TO INCREASE THE COMPENSATION BY $60,000 FOR A NEW TOTAL AMOUNT OF $696,052 INCLUDING NMGRT AND TO EXTEND THE TERM TO OCTOBER 1, 2025, FOR RATE MODEL SUPPORT ON-CALL FINANCIAL SERVICES.

Approved on consent.

R. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $90,000 INTO FY25 REVENUE AND EXPENSES FOR TRANSITIONAL HOUSING AND SHELTER FACILITIES FOR VICTIMS OF DOMESTIC VIOLENCE.

Approved on consent.

S. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO ITEM #24-0582 WITH WELLS FARGO BANK TO EXTEND THE TERM OF THE MASTER BANKING SERVICES AGREEMENT THROUGH SEPTEMBER 26, 2034.

Approved on consent.

U. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE RAILYARD PLAZA SUMMER SCENE CONCERTS SPONSORED BY THE INTERNATIONAL FOLK ART MARKET ON JULY 9, 10, AND 11, 2025. PURSUANT TO SUBSECTION 23-6.2 C SFCC 1987.

Approved on consent.

V. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION ESTABLISHING A PLAN FOR USE OF BUDGETED FUNDS TO STUDY HIRING COUNCIL STAFF.

Approved on consent.

W. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION MAKING A FINDING OF NECESSITY AND DESIGNATING AN AREA COMPRISED OF A MAJORITY OF THE MIDTOWN LOCAL INNOVATION CORRIDOR OVERLAY DISTRICT AS A METROPOLITAN REDEVELOPMENT AREA.

This item was withdrawn from the agenda.

X. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION CORRECTING THE REQUIRED PERMIT NAMED FOR RESOLUTIONS 2025-16, REGARDING THE MOVIES IN THE PARK SERIES; AND 2025-23, REGARDING THE SUMMER SCENE CONCERT EVENT SERIES, CHANGING EACH FROM A SPECIAL DISPENSER PERMIT TO A PUBLIC CELEBRATION PERMIT.

Approved on Consent.

11. ACTION ITEMS: DISCUSSION AGENDA

None.

12. MATTERS FROM THE CITY MANAGER

Heard.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Michael Garcia, to move to items 15, 16 and 17, as the next items on the agenda.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, no; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell, yes; Mayor Webber, yes.

15. MATTERS FROM THE CITY CLERK

Heard.

16. COMMUNICATIONS FROM THE GOVERNING BODY

Heard.

17. INTRODUCTION OF LEGISLATION

A. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER, WINE, AND CIDER DURING THE SANTA FE PRIDE FESTIVAL ON JUNE 28, 2025, IN A BEER, WINE, AND CIDER GARDEN ADJACENT TO 100 S. LINCOLN AVENUE, PURSUANT TO SECTION 23-6.2 C SFCC 1987.

Introduced.

B. CONSIDERATION OF BILL NO. 2025-11. ADOPTION OF ORDINANCE NO. 2025_____. A BILL UPDATING THE RATES AND FEES FOR WASTEWATER UTILITY SERVICES.

Introduced.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to move to item 18 as the next item on the agenda.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, no; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell, yes; Mayor Webber, yes.

18. PETITIONS FROM THE FLOOR

Kathy Rivera. Ms. Rivera spoke to SWAM Park phase 2 and the Ft. Marcy pools that do not have a budget for the maintaining of the facilities and the suggestion that the Council needs to take care of what we have today.

Ocou Oppenheimer. Mr. Oppenheimer spoke in opposition to the Zia Road widening Resolution.

Tom Agar. Mr. Agar spoke in opposition to the Zia Road Resolution.

Barbara Levin. Ms. Levin spoke in opposition to the Zia Road Resolution.

Antionette. Antionette spoke in opposition to the Zia Road Resolution.

Robin Wakeland. Ms. Wakeland spoke in opposition to the Zia Road Resolution.

Mark Randall. Mr. Randall spoke to fixing the turn involved in the Zia Road Resolution.

Pat Hastings. Ms. Hastings spoke in opposition ot the Zia Road Resolution.

Anne Watkins. Ms. Watkins spoke in support of the Zia Road Resolution.

Elizabeth West. Ms. West read a portion of the Chapter 14 Land Use Code relative to the H Board power.

Stephanie Beninato. Ms. Beninato spoke about the budget issue of transferring $3 million to the Housing Trust Fund, Cecilia Rios Day and the blighted area.

Adam John Griego. Mr. Griego spoke in support of the immigrant community.

Rick Martinez. Mr. Martinez spoke about the Zia Road Resolution and the loss of 2 acequias destroyed by a developer.

Tara Lujan. Ms. Lujan spoke about the Immigration Committee membership item supported the membership of a City Councilor to show leadership support.

Evan Mocrato (chair of the Immigration Committee). Mr. Mocrato stated that the Committee voted to have a City Councilor on the Committee as a non-voting liaison only.

John Paul Granillo. Mr. Granillo spoke about the Immigration Committee and what can be done to speed up actions.

Tom Nichols. Mr. Nichols spoke about a turn land not being necessary in Candlelight and about his water bill.

Naomie Todd Reyes. Ms. Reyes spoke in favor of a Councilor on the Immigration Committee.

Andrea Romero. Ms. Romero spoke in support of having a Councilor in the Immigration Committee.

T. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AUTHORIZING AND DIRECTING THE WIDENING OF ZIA ROAD TO ACCOMMODATE A NECESSARY DECELERATION LAND, USING ADJACENT, UNIMPROVED LAND COMPRISING APPROXIMATELY ONE PERCENT (1%) OF CANDELERO PARK, ON ITS FAR NORTHERN BOUNDARY, AND DIRECTING THE CITY MANAGER TO DESIGNATE AN AGENT TO APPLY FOR A LOT LINE ADJUSTMENT AND ANY OTHER ADMINISTRATIVE STEPS REQUIRED AS THE GOVERNING BODY AGENT.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Faulkner, to approve the Resolution.

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

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, no; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Faulkner, to approve the Resolution as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, no; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

Y. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AMENDING THE IMMIGRATION COMMITTEE'S PURPOSE AND MEMBERSHIP.

MOTION A motion was made by Councilor Michael Garcia, seconded by Councilor Castro, to approve the Resolution.

MOTION A motion was made by Councilor Michael Garcia, seconded by Councilor Castro, to approve Amendment A.

VOTE The motion failed on a roll call vote as follows:

Councilor Romero-Wirth, no; Councilor Michael Garcia, yes; Councilor Lee Garcia, no: Councilor Cassutt, no; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, no; Councilor Chavez, no; Mayor Webber, no.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Chavez, to approve Amendment B.

VOTE The motion failed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, no; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, no; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to approve the Resolution as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, no; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes

Councilor Lindell left the meeting and will re-join by Zoom.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to move to item 21 next on the agenda.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, no; Councilor Faulkner, yes; Councilor Chavez, yes; Mayor Webber, yes.

21. PUBLIC HEARINGS (LAND USE CASES, APPEALS AND OTHER ITEMS REQUIRED TO HAVE A PUBLIC HEARING)

A. CONSIDERATION OF BILL NO. 2025-8. ADOPTION OF ORDINANCE NO. 2025-_____. A BILL REZONING AN APPROXIMATELY 2.50-ACRE TRACT OF LAND LOCATED AT 214 CAMINO DE LOS MARQUEZ, FROM R-21 PUD (RESIDENTIAL TWENTY-ONE (21) DWELLINGS PER ACRE, PLANNED UNIT DEVELOPMENT) TO R-29 (RESIDENTIAL TWENTY-NINE)29) DWELLINGS PER ACRE) (CASE NO. 2024-8898).

The Mayor opened the Public Hearing and asked for public comment.

Michael Robbins. Mr. Robbins spoke in support of the Bill.

Michael Chabin. Mr. Chabin spoke is support of the Bill.

Karen Henderson. Ms. Henderson spoke in support of the Bill.

Anna Chavez Stone. Ms. Stone spoke in opposition of the Bill.

Hubert von Hecke. Mr. von Hecke spoke in opposition of the Bill as there is no affordable housing.

Hope Reed. Ms. Reed spoke in opposition of the Bill.

Debra von Hecke. Ms. von Hecke spoke in opposition of the Bill as there is no affordable housing.

Stephanie Beninato. Ms. Beninato spoke against the density.

Franchesca Vangie. Ms. Vangie spoke in opposition of the Bill.

Cheryl Petterman. Ms. Petterman spoke in support of the Bill.

David Thompson. Mr. Thompson spoke is opposition to the development.

Monica Perowski. Ms. Perowski spoke in opposition of the Bill.

Councilor Lindell joined the meeting virtually.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Michael Garcia, to postpone the item and to continue the public hearing and process at the Governing Body meeting on May 14, 2025.

VOTE The motion passed on a roll call vote as follows:
Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell; Mayor Webber, yes.

B. APPEAL # 2025-9812-APPL OF CASE # 2024-9478-HDRB. PROPERTY OWNER MIRIAM LETH ESPENSEN AND AGENT STEPHANIE BENINATO APPEAL THE HISTORIC DISTRICTS REVIEW BOARD'S DECEMBER 10, 2024, DECISION DENYING A REQUEST FOR AN EXCEPTION TO EXCEED THE 4'6" MAXIMUM ALLOWABLE HEIGHT BY 1'2" FOR A FENCE IN FRONT OF A CONTRIBUTING HOUSE IN THE DOWNTOWN AND EASTSIDE HISTORIC AND BUSINESS CAPITAL DISTRICTS.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to postpone this item to the Governing Body on June 11, 2025.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell; Mayor Webber, yes.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to go to item 22 as the next agenda item.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes;

Councilor Chavez, yes; Councilor Lindell; Mayor Webber, yes.

22. APPOINTMENTS

A. PRO TEM JUDGE

- DAVID THOMAS

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner. To approve the appointment as Pro Tem Judge.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell; Mayor Webber, yes.

B. ARTS COMMISSION

- HEIDI BRANDOW - APPOINTMENT - FILLING AN UNEXPECTED TERM ENDING 10/2026.

- ERIN DE ROSA - APPOINTMENT - FILLING AN UNEXPIRED TERM ENDING 10/2026.

- HERNAN GOMEZ - APPOINTMENT - TERM ENDING 10/2026

- KARINA HEAN - APPOINTMENT - TERM ENDING 10/2026

- MAYRAH UDAVARDI - APPOINTMENT - TERM ENDING 10/2026

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve the appointments to the Arts Commission.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell; Mayor Webber, yes.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to move to item 13 as the next item on the agenda.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell; Mayor Webber, yes.

MOTION A motion was made by Councilor Michael Garcia, seconded by Councilor Castro, to suspend the rules to allow for the meeting to go past 11:30 pm.

VOTE The motion passed on a roll call vote as follows:

Councilor Cassutt, no; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes; Councilor Chavez, no; Councilor Faulkner, no; Councilor Lindell, no; Councilor Romero-Wirth, yes; Councilor Castro, yes; Mayor Webber, yes.

13. MATTERS FROM THE CITY ATTORNEY

Heard.

EXECUTIVE SESSION

IN ACCORDANCE WITH THE NEW MEXICO OPEN MEETING ACT, NMSA 1978, SECTION 10-15-1, SUBPARTS (H) (7), ATTORNEY-CLIENT PRIVILEGED DISCUSSION OF PENDING AND THREATENED LITIGATION, THROUGH A QUARTERLY LITIGATION UPDATE, INCLUDING, BUT NOT LIMITED TO, DISCUSSION OF THREATENED LITIGATION IN THE MATTER OF THE ESTATE OF DOROTHY STEVENS; *HILL ET. AL VS CITY OF SANTA FE,* A-1-CA-42062, *EDUCATION RETIREMENT BOARD VS CITY OF SANTA FE,* D-101-CV-2024-02691, *THORNE ET AL V. GOVERNING BODY OF THE CITY OF SANTA FE/ AMESTOY,* D-101-CV-2024-00892 AND *CITY AND COUNTY OF SAN FRANCISCO ET AL. VS. TRUMP, 25-CV-01350-WHO.*

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to pursuant to the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, subpart (H) (7), enter into Executive Session.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell, yes; Mayor Webber, yes.

The Governing Body entered into Executive Session at 12:10 am.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to reconvene in open session.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Mayor Webber, yes.

The Governing Body reconvened in open session at 12:50 am.

14. EXECUTIVE SESSION ACTION ITEMS

A. APPROVAL OF ATTORNEY-CLIENT PRIVILEGED RECOMMENDED STRATEGY/NEXT STEPS IN THE MATTER OF THREATENED LITIGATION REGARDING THE ESTATE OF DOROTHY STEVENS.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to accept the recommendation of the City Attorney in this matter.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, no; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Mayor Webber, yes.

B. APPROVAL OF A SETTLEMENT AGREEMENT RESOLVING THE PLAINTIFF'S APPEAL OF THE DISTRICT COURT DECISION IN THRONE, ET AL V. GOVERNING BODY OF THE CITY OF SANTA FE/AMESTOY, D-101-CV-2024-00892.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to accept the decision of the City Attorney in this matter.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Mayor Webber, yes.

23. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 12:58 am.

_____
Mayor Alan Webber

Attested To By:

_____
Andrea Salazar, City Clerk

Respectfully Submitted By:

Elizabeth Martin
Elizabeth Martin (May 9, 2025 10:02 MDT)
_____
Elizabeth Martin, Stenographer

04-30-25 Regular Governiing Body Meeting Minutes

Final Audit Report 2025-05-09

Created:	2025-05-09
By:	XAVIER VIGIL (xivigil@santafenm.gov)
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Agenda

Regular Meeting of the Governing Body
May 14, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or 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 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.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link: https://santafenm.gov/city-clerk-community-engagement/city-clerk-1/governing-body-public-comment

Live Public Comment: Members of the public may provide public comment in person during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings.

Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/89559133310

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: **895 5913 3310**. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order
2. Pledge of Allegiance
    a. Councilor Lindell
3. Salute to the New Mexico Flag
    a. Councilor Romero-Wirth
4. Invocation and Rememberances
    a. Councilor Lee Garcia
5. Roll Call
6. Approval of Agenda
7. Approval of Consent Agenda
8. Presentations
    a. City of Santa Fe Water Annual Update. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)
9. Action Items: Consent Agenda
    a. Request for Approval of the April 30, 2025, Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

        Committee Review:
        Governing Body: 05/14/2025

    b. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Tulsi Restaurant, LLC for a Restaurant B (Beer, Wine and Spirits) Liquor License with On-Premise Consumption Only with Patio Service, to be Located at 839 Paseo de Peralta, Suites H and J which is Not Located within 300 Feet of a Church or School. (Julie Rasmussen, Administrative Assistant; jkrasmussen@santafenm.gov)

        Committee Review:
        Liquor Hearing: 05/05/2025
        Governing Body: 05/14/2025

    c. Request for Approval to Purchase a Vactor Truck from Pete's Equipment in the Total Amount of $569,727.78 for Maintenance of Roadway Drainage Systems. (Jennifer Morrow, Complete Streets Division Director, jlmorrow@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

d. Request for Approval of a Lease Agreement with Jet Center at Santa Fe Real Estate, LLC to Lease 1.57 Acres of Undeveloped Land for the Construction of a Hangar for Additional Aircraft Storage in the Total Amount of $12,993.91 for the First Year with a 2.5% Cumulative Yearly Increase for a Forty-Year Term. (James Harris, Airport Manager; jcharris@santafenm.gov and Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

e. Request for Approval of Amendment No. 1 to Professional Services Agreement Item #23-0516 with Hazen & Sawyer to Remove Fiscal Year Compensation Amount Limits. (William Schneider, Water Resource Coordinator; whschneider@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

f. Request for Approval of a Grant Agreement with the New Mexico Environment Department in the Amount of $1,600,000 for the Capital Project SAP 24-I2455-GF for Repair and or Replacement of the Regional Wastewater Treatment Plant with a Reversion Date of June 30, 2028. (Michael Dozier, Wastewater Division Director; mldozier@santafenm.gov)

1. Request for Approval of a Memorandum of Understanding with North Central New Mexico Economic Development District for Fiscal Agent Services related to Capital Project SAP 24-I2455-GF.

2. Request for Approval of a Budget Amendment Resolution to Allocate $1,584,000 from the Capital Appropriation Grant SAP 24-I2455-GF for the Wastewater Treatment Plant to FY25 Wastewater Revenue and WIP Construction, with $16,000 Withheld for Art in Public Places.

Committee Review:
Public Works and Utilities Committee 05/05/2025
Finance Committee: 05/12/2025

Governing Body: 05/14/2025

g. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $195,258 to Complete Streets WIP Design for the Henry Lynch Reconstruction Project. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

h. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $255,722 from the Water Utility Fund Balance to Pay the Department of Interior, US Bureau of Reclamation for the City's Annual Water Operations, Maintenance and Replacement Costs for the San Juan Chama Project. (William Schneider, Water Resource Coordinator; whschneider@santafenm.gov)

Committee Review:
Public Works and Utilities Committee 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

i. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0023 with JDR & Associates, LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Complete Streets Capital Project Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

j. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0221 with EMCO of Santa Fe LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

k. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0222 with GM Emulsion LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

l. CONSIDERATION OF RESOLUTION NO. 2025-__. (Councilor Signe Lindell and Councilor Jamie Cassutt)
A Resolution Authorizing the Sale and Consumption of Beer, Wine, and Cider During the Santa Fe PRIDE Festival on June 28, 2025, in a Beer, Wine, and Cider Garden Adjacent to 100 S. Lincoln Avenue, Pursuant to Section 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/30/2025
Quality of Life Committee: 05/07/2025
Governing Body: 05/14/2025

10. Action Items: Discussion Agenda

a. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber)
A Resolution Adopting the City of Santa Fe's Fiscal Year 2026 Operating Budget for the City of Santa Fe. (Emily Oster, Finance Director; ekoster@santafenm.gov and Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov)

Committee Review:
Public Works and Utilities (Introduced): 05/05/2025
Finance Committee (Budget Hearing): 05/06/2025 - **POSTPONED TO MAY 12, 2025, FINANCE COMMITTEE MEETING**
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

11. Matters from the City Manager

12. Matters from the City Attorney

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025-___. (Councilor Signe Lindell)
    A Resolution Authorizing the Sale and Consumption of Beer and Wine During Portions of the International Folk Art Market on July 10 and 12, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 05/14/2025
    Quality of Life Committee: 05/21/2025
    Governing Body: 05/28/2025

    b. CONSIDERATION OF BILL NO. 2025-12. ADOPTION OF ORDINANCE NO. 2025____. (Mayor Alan Webber)
    Be It Ordained by the Governing Body of the City of Santa Fe: Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe, New Mexico (the "Borrower/Grantee"), in the Total Amount of $5,500,000, Including a Loan in the Amount of $2,200,000; Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Repairs to the Nichols Dam Outlet Conduit, Including Sealing of Conduit Joints, Conduit Lining, Installation of Filter Diaphragm around Outlet Conduit, Including Related Work and Revisions, and Solely in the manner Described in the loan/Grant Agreement; Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee Solely from the Net Revenues of the Water Utility System of the Borrower/Grantee; Certifying that the Loan/Grant Amount, Together with other Funds Available to the Borrower/Grantee, is Sufficient to Complete the Project; Approving the Form of and other Details Concerning the Loan/Grant Agreement; Ratifying Actions HeretoFore Taken; Repealing all Action inconsistent with this Ordinance; and Authorizing the Taking of other Action in Connection with the Execution and Delivery of the Loan/Grant Agreement. (Alan Hook, Water Resources Coordinator Assistant; aghook@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 05/14/2025
    Governing Body (Public Comment): 05/28/2025
    Public Works and Utilities Committee: 06/02/2025
    Finance Committee: 06/09/2025
    Governing Body (Public Hearing): 06/25/2025

17. Petitions from the Floor

18. Public Comment on Bills (First Public Comment, No Action)

    a. CONSIDERATION OF BILL NO. 2025-11. ADOPTION OF ORDINANCE NO. 2025__. (Councilor Carol Romero-Wirth, Mayor Alan Webber)
    A Bill Updating the Rates and Fees for Wastewater Utility Services. (Jesse

Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

Committee Review
Governing Body (Introduced): 04/30/2025
Governing Body (Public Comment): 05/14/2025
Public Works and Utilities Committee: 05/19/2025
Finance Committee: 06/09/2025
Governing Body (Public Hearing): 06/11/2025

19. Final Action on Legislation (Public Hearing)

    a. CONSIDERATION OF Bill NO. 2025-9. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Michael Garcia, Councilor Amanda Chavez, Councilor Alma Castro, and Councilor Pilar Faulkner)
    A Bill Amending Section 11-14.5 of the Economic Development Fund Ordinance to Change the Sunset Date for Depositing Certain Land Sale Revenues in the Affordable Housing Trust Fund from December 31, 2025, to December 31, 2030. (Johanna Nelson, Director of Office of Economic Development and Interim Director of Office of Affordable Housing; jcnelson@santafenm.gov)

    Committee Review
    Governing Body (Introduced): 02/26/2025
    Governing Body (Public Comment): 03/12/2025
    Economic Development Advisory Committee: 04/02/2025
    Quality of Life Committee: 04/23/2025
    Finance Committee: 04/28/2025
    Governing Body (Public Hearing): 05/14/2025

20. Public Hearings (Land Use Cases, Appeals and Other Items Required to Have a Public Hearing)

    a. CONSIDERATION OF BILL NO. 2025-8. ADOPTION OF ORDINANCE NO. 2025-____.
    A Bill Rezoning an Approximately 2.50-ACRE Tract of Land Located at 214 Camino de Los Marquez, from R-21 PUD (Residential Twenty-one [21] Dwellings Per Acre, Planned Unit Development) to R-29 (Residential Twenty-Nine [29] Dwellings Per Acre) (Case No. 2024-8898).

    Committee Review:
    Governing Body (Public Hearing): 04/30/2025
    Governing Body (Public Hearing): 05/14/2025 **Continuation from 04/30/2025 Governing Body Meeting**

21. Appointments

    a. Capital Improvements Advisory Committee

- Dennis Brandon - Appointment - Term Ending 04/2027
- Miles Conway - Appointment - Term Ending 04/2027
- Oralynn Gurrerortiz - Appointment - Ending 04/2027
- Mark Mitchell - Appointment - Term Ending 04/2027
- Jennifer Salimbene - Appointment - Term Ending 04/2027
- Bob Schaevitz - Appointment - Term Ending 04/2027
- Deb Self - Appointment - Term Ending 04/2027
- Russell Stowers - Appointment - Term Ending 04/2027
- Daniel Strongwater - Appointment - Term Ending 04/2027

22. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, MAY 14, 2025, 4:30 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 5:00 pm**	**3**
2.	**Pledge of Allegiance**	**Councilor Lindell**	**3**
3.	**Salute to the NM Flag**	**Councilor Romero-Wirth**	**3**
4.	**Invocation and Remembrances**	**Councilor Lee Garcia**	**3**
5.	**Roll Call**	**Quorum**	**3-4**
6.	**Approval of Agenda**	**Approved**	**4**
7.	**Approval of Consent Agenda**	**Approved**	**4**
8.	**Presentations**		
	a. City Emp. Water Update	**Heard**	**4**
	b. Pallet Communication	**Heard**	**4**
9.	**Action Items: Consent Agenda**	**None**	**4-7**
10.	**Action items: Discussion Agenda**		
	a. Resolution No. 2025-_____	**Approved**	**7**
17.	**Petitions From the Floor**	**Heard**	**7**
18.	**Public Comment on Bills**		
	a. Bill No. 2025-11	**None**	**8**
19.	**Final Action on Legislation**		
	a. Bill No. 2025-9	**Approved**	**9**
20.	**Public Hearings**		
	a. Bill No. 2025-8	**Approved**	**9**
11.	**Matters from the City Manager**	**Heard**	**9**

12.	**Matters from the City Attorney**	**Heard**	**9**
13.	**Executive Session Action Items**	**None**	**9**
14.	**Matters from the City Clerk**	**Heard**	**9**
15.	**Communications from the GB**	**Heard**	**9**
16.	**Introduction of Legislation**		
	a. Resolution 2025-_____	**Introduced**	**9**
	b. Bill No. 2025-12	**Introduced**	**10**
21.	**Appointments**		
	a. Capital Improv Adv. Comm.	**Removed from agenda**	**10**
23.	**Adjourn**	**Adjourned at 10:21pm**	**11**

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, MAY 14, 2025 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. Call to Order

The regular meeting of the Governing Body was called to order by Mayor Webber at 5:00 pm, on Wednesday, May 14, 2025, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Pledge of Allegiance

The Pledge of Allegiance was led by Councilor Lindell.

3. Salute to the New Mexico Flag

The salute to the New Mexico Flag was led by Councilor Romero-Wirth.

4. Invocation and Remembrances

The invocation was given by Councilor Lee Garcia.

A moment of silence and remembrances were given.

5. Roll call

MEMBERS PRESENT
Mayor Alan Webber
Councilor Signe Lindell
Councilor Jamie Cassutt
Councilor Amanda Chavez, virtually
Councilor Alma Castro
Councilor Pilar Faulkner
Councilor Lee Garcia
Councilor Michael Garcia
Councilor Carol Romero-Wirth

OTHERS PARTICIPANTS ATTENDING
Mark Scott, City Manager
Erin McSherry, City Attorney
Andrea Salazar, City Clerk

Elizabeth Martin, Stenographer, virtually

6. Approval of Agenda

Item 21 A was removed from the agenda.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Cassutt, to approve the agenda as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

7. Approval of Consent Agenda

Item 9 A was removed from the agenda.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to approve the Consent Agenda as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

8. Presentations

a. City of Santa Fe Water Annual Update.

Given.

9. Action Items: Consent Agenda

a. Request for Approval of the April 30, 2025, Governing Body Meeting Minutes.

Removed from the agenda.

b. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Tulsi Restaurant, LLC for a Restaurant B (Beer,

Wine and Spirits) Liquor License with On-Premise Consumption Only with Patio Service, to be Located at 839 Paseo de Peralta, Suites H and J which Is Not Located within 300 Feet of a Church or School. (Julie Rasmussen, Administrative Assistant; jkrasmussen@santafenm.gov)

Approved on consent.

c. Request for Approval to Purchase a Vactor Truck from Pete's Equipment in the Total Amount of $569,727.78 for Maintenance of Roadway Drainage Systems. (Jennifer Morrow, Complete Streets Division Director, jlmorrow@santafenm.gov)

Approved on consent.

d. Request for Approval of a Lease Agreement with Jet Center at Santa Fe Real Estate, LLC to Lease 1.57 Acres of Undeveloped Land for the Construction of a Hangar for Additional Aircraft Storage in the Total Amount of $12,993.91 for the First Year with a 2.5% Cumulative Yearly Increase for a Forty-Year Term. (James Harris, Airport Manager; jcharris@santafenm.gov and Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

Approved on consent.

e. Request for Approval of Amendment No. 1 to Professional Services Agreement Item #23-0516 with Hazen & Sawyer to Remove Fiscal Year Compensation Amount Limits. (William Schneider, Water Resource Coordinator; whschneider@santafenm.gov)

Approved on consent.

f. Request for Approval of a Grant Agreement with the New Mexico Environment Department in the Amount of $1,600,000 for the Capital Project SAP 24-I2455-GF for Repair and or Replacement of the Regional Wastewater Treatment Plant with a Reversion Date of June 30, 2028. (Michael Dozier, Wastewater Division Director; mldozier@santafenm.gov)

1. Request for Approval of a Memorandum of Understanding with North Central New Mexico Economic Development District for Fiscal Agent Services related to Capital Project SAP 24-I2455-GF.

2. Request for Approval of a Budget Amendment Resolution to Allocate $1,584,000 from the Capital Appropriation Grant SAP 24-I2455-GF for the Wastewater Treatment Plant to FY25 Wastewater Revenue and WIP

Construction, with $16,000 Withheld for Art in Public Places.

Approved on consent.

g. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $195,258 to Complete Streets WIP Design for the Henry Lynch Reconstruction Project. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Approved on consent.

h. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $255,722 from the Water Utility Fund Balance to Pay the Department of Interior, US Bureau of Reclamation for the City's Annual Water Operations, Maintenance and Replacement Costs for the San Juan Chama Project. (William Schneider, Water Resource Coordinator; whschneider@santafenm.gov)

i. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0023 with JDR & Associates, LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Complete Streets Capital Project Manager, rsglorioso-moss@santafenm.gov)

Approved on consent.

j. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0221 with EMCO of Santa Fe LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Approved on consent.

k. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0222 with GM Emulsion LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Approved on consent.

l. CONSIDERATION OF RESOLUTION NO. 2025-__. (Councilor Signe Lindell and Councilor Jamie Cassutt) A Resolution Authorizing the Sale and Consumption of Beer, Wine, and Cider During the Santa Fe PRIDE Festival on June 28, 2025, in a Beer, Wine, and Cider Garden Adjacent to 100 S. Lincoln Avenue, Pursuant to Section 23-6.2© SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Approved on consent.

10. Action Items: Discussion Agenda

a. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber) A Resolution Adopting the City of Santa Fe's Fiscal Year 2026 Operating Budget for the City of Santa Fe. (Emily Oster, Finance Director; ekoster@santafenm.gov and Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov)

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Romero-Wirth, to approve Resolution No. 2025-_____ .

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Faaulkner, to move to items 17 - 20 next on the agenda and to then return to the regular agenda.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

17. Petitions from the Floor

Stephanie Beninato. Ms. Beninato spoke about the budget.

18. Public Comment on Bills (First Public Comment, No Action)

a. CONSIDERATION OF BILL NO. 2025-11. ADOPTION OF ORDINANCE NO. 2025__. (Councilor Carol Romero-Wirth, Mayor Alan Webber)
A Bill Updating the Rates and Fees for Wastewater Utility Services. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

There were no public comments.

19. Final Action on Legislation (Public Hearing)

a. CONSIDERATION OF Bill NO. 2025-9. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Michael Garcia, Councilor Amanda Chavez, Councilor Alma Castro, and Councilor Pilar Faulkner)
A Bill Amending Section 11-14.5 of the Economic Development Fund Ordinance to Change the Sunset Date for Depositing Certain Land Sale Revenues in the Affordable Housing Trust Fund from December 31, 2025, to December 31, 2030. (Johanna Nelson, Director of Office of Economic Development and Interim Director of Office of Affordable Housing; jcnelson@santafenm.gov)

Stephanie Beninato. Ms. Beninato spoke about Affordable Housing funding.

MOTION A motion was made by Mayor Webber, seconded by Councilor Romero-Wirth, to move Amendment 1.

VOTE The motion failed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, no; Councilor Lee Garcia, no: Councilor Cassutt, no;. Councilor Castro, no; Councilor Faulkner, no; Councilor Lindell, yes; Councilor Chavez, no; Mayor Webber, yes.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Chavez, to approve Bill No. 2025-9.

VOTE The motion passed on a roll call vote as follows:

Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

20. Public Hearings (Land Use Cases, Appeals and Other Items Required to Have

a Public Hearing)

a. CONSIDERATION OF BILL NO. 2025-8. ADOPTION OF ORDINANCE NO. 2025-____.
A Bill Rezoning an Approximately 2.50-ACRE Tract of Land Located at 214
Camino de Los Marquez, from R-21 PUD (Residential Twenty-one [21] Dwellings Per Acre, Planned Unit Development) to R-29 (Residential Twenty-Nine [29] Dwellings Per Acre) (Case No. 2024-8898).

Stephanie Beninato. Ms. Beninato spoke is opposition to the Bill.

MOTION A motion was made by Councilor Lindell, seconded by Councilor Faulkner, to approve Bill No. 2025-8.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

11. Matters from the City Manager

Heard.

12. Matters from the City Attorney

Heard.

13. Executive Session Action Items

None.

14. Matters from the City Clerk

Heard.

16. Introduction of Legislation

a. CONSIDERATION OF RESOLUTION NO. 2025-___. (Councilor Signe Lindell)
A Resolution Authorizing the Sale and Consumption of Beer and Wine During Portions of the International Folk Art Market on July 10 and 12, 2025, Pursuant to Subsection 23-6.2© SFCC 1987. (Andréa Salazar, City Clerk;

asalazar@santafenm.gov)

Introduced.

b. CONSIDERATION OF BILL NO. 2025-12. ADOPTION OF ORDINANCE NO. 2025____. (Mayor Alan Webber)

Be It Ordained by the Governing Body of the City of Santa Fe:Authorizingthe Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe, New Mexico (the "Borrower/Grantee"), in the Total Amount of $5,500,000, Including a Loan in the Amount of $2,200,000; Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Repairs to the Nichols Dam Outlet Conduit, Including Sealing of Conduit Joints, Conduit Lining, Installation of Filter Diaphragm around Outlet Conduit Including Related Work and Revisions, and Solely in the manner Described in the loan/Grant Agreement; Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee Solely from the Net Revenues of the Water Utility System of the Borrower/Grantee; Certifying that the Loan/Grant Amount, Together with other Funds Available to the Borrower/Grantee, is Sufficient to Complete the Project; Approving the Form of and other Details Concerning the Loan/Grant Agreement;Ratifying Actions HeretoFore Taken; Repealing all Action inconsistent with this Ordinance; and Authorizing the Taking of other Action in Connection with the Execution and Delivery of the Loan/Grant Agreement. (Alan Hook, Water Resources Coordinator Assistant; aghook@santafenm.gov)

Introduced.

21. Appointments

a. Capital Improvements Advisory Committee

- **Dennis Brandon - Appointment - Term Ending 04/2027**
- **Miles Conway - Appointment - Term Ending 04/2027**
- **Oralynn Gurrerortiz - Appointment - Ending 04/2027**
- **Mark Mitchell - Appointment - Term Ending 04/2027**
- **Jennifer Salimbene - Appointment - Term Ending 04/2027**
- **Bob Schaevitz - Appointment - Term Ending 04/2027**
- **Deb Self - Appointment - Term Ending 04/2027**
- **Russell Stowers - Appointment - Term Ending 04/2027**

• Daniel Strongwater - Appointment - Term Ending 04/2027

This item was removed from the agenda.

22. Adjourn

There being no further business before the Governing Body, the meeting adjourned at 10:21 pm.

_____
Mayor Alan Webber

Attested To By:

_____
Andrea Salazar, City Clerk

Respectfully Submitted By:
Elizabeth Martin
Elizabeth Martin (May 23, 2025 10:12 MDT)
_____
Elizabeth Martin, Stenographer

05-14-25 Regular Governiing Body Meeting Minutes

Final Audit Report 2025-05-23

Created:	2025-05-23
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu9aeNqR1COVZIr2MUWTwHCVpM7ssEN1Q

"05-14-25 Regular Governiing Body Meeting Minutes" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
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Agreement completed.
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CITY OF SANTA FE

Date: March 19, 2025

To: Governing Body

From: Joshua Bohlman, Public Works Project Manager Joshua Bohlman

Via: Regina Wheeler, Public Works Department Director RW RW (Mar 20, 2025 09:45 MDT)
Sam Burnett, Facilities Division Director JOHN BURNETT (Mar 19, 2025 18:38 MDT)

Subject: On-Call Electrical Services

Vendor Name: Great Western Electrical, Inc.

Vendor Number: 6827

ACTION:
Request for Approval of a Construction Contract with Great Western Electrical, Inc. in the Total Amount of $5,409,375 Including NMGRT for On-Call Electrical Services with Term Ending June 30, 2029. (Joshua Bohlman, Public Works Project Manager, jbohlman@santafenm.gov)

CONTRACT NUMBER:
The FY25 Munis Contract Number is 3250426.

BACKGROUND AND SUMMARY:
The Public Works Department Facilities Division uses on-call services to augment the skills, licensure, and capacity of staff to address facility issues and emergencies in a timely, safe, and compliant manner. The Facilities Division typically maintains on-call contracts for general contracting, mechanical, electrical, plumbing (MEP), roofing, remediation, and landscaping.

In accordance with the Invitation to Bid (ITB) for City-Wide, On-Call Electrical Services (ITB# 25078), the Facilities Division chose to award contracts to two vendors: Great Western Electrical, Inc. and B&D Industries, Inc. based on lowest bidder and performance criteria. This on-call contract with Great Western Electrical is critical to the Facilities Division's ability to respond to emergency situations in a timely manner, prevent major damage to City Facilities, and to mitigate future damage. Great Western Electrical has provided services throughout the City and has proven to be cost effective, reliable, and capable of consistently providing high quality results.

On-call contracts are not a guarantee of payment. These contracts are only used, and purchase orders issued, as needs arise and funding is available. The $5,409,375 (including 8.1875% NMGRT) maximum for this contract is based on the historical and anticipated needs across the City over the next five years.

ATTACHMENTS:
Construction Contract
Certificate of Insurance
CPO Determination
Horizons Declination

PROCUREMENT METHOD:
The procurement method for this contract is the Invitation to Bid #25078, dated January 6, 2025.

Chief Procurement Officer (CPS)/Designee: _____ Date: 03/25/2025
CPO Comment/Exceptions: ITB

FUNDING SOURCE:
Funding will be provided on a project-by-project basis.
Fund Name/Number: various
Munis Org Name/Number: various
Munis Object Name/Number: various

Budget Officer/Designee: Andy Hopkins Date: 03/25/2025
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
Does this purchase require any of the following associated approvals? ☒ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset or Grant Review)

IT Components included? ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Vehicles included ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☒ Yes | ☐ No
Approval: _____
Comment/Exceptions: _____
Signature: JOHN BURNETT (Mar 19, 2025 18:38 MDT)
Email: jsburnett@santafenm.gov

Capital Asset* or Project? ☐ Yes | ☒ No**
Project Ledger# _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Department Contract Administrator Contact Info:
Elizabeth L. Kahahane (elkahahane@santafenm.gov)

Item #: _____
Munis Contract #: 3250426
ITB #: 25078

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 Great Western Electrical, 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 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:

Electrical:

The work may include all necessary preparation to properly install new electrical infrastructure or to repair or upgrade existing electrical systems. Work to include, but not be limited to, installation of new or relocation of existing electrical panels, outlets, and switches; installation or upgrading of wiring, conduits, and circuits; installation of new or relocation of lighting fixtures, emergency lighting, and exit signs; installation of new or relocation of power distribution systems and transformers; and other related electrical work.

Work will also include testing and balancing of electrical systems, ensuring compliance with relevant codes and standards. Additionally, the work may involve the installation of concrete pads and surrounding walls for electrical equipment, as well as trenching for underground conduits. Proper weatherproofing and restoration of exterior electrical connections and equipment will be required. Any repair work to existing structures, roofs, sidewalks, or roads necessary to install the electrical systems is included. Any HVAC or plumbing support required to integrate the electrical systems will also be included.

Contractor's employees, contractors, and agents performing work shall have a valid certification or license appropriate to the work being conducted. The Contractor/subcontractor will assume responsibility for all fines or penalties, including those attributable to the Using Agency, if the Contractor/subcontractor is found to be in violation of any codes, regulations, or safety standards. Prior to

beginning any work, the Contractor/subcontractor shall provide a written statement certifying that they will use all required safety and compliance equipment as mandated by applicable electrical codes and standards.

Contractor:

Safety shall be of main concern and enforced by the Contractor on site and will be periodically inspected by the City's qualified safety personnel. 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 City 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 City in connection with the performance of the work covered by this Contract.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required Contract. Journeymen level personnel shall have the ability and necessary skills to diagnosis 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. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

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.

Replacement systems and related equipment shall meet current minimum "Energy Star" energy conservation standards.

Markups for adding subcontractor costs or to cover general conditions (administrative costs and other related expenses) may be negotiated with the City and approved solely by the City's Facilities Director or Director of Public Works on a project-by-project basis. Markups cannot be "cost plus a percentage" and must be "cost plus a bulk fee". The cost of the subcontractor will be added at time of invoicing as a separate item to be paid by the City.

Furnishing of submittal date for any/all new equipment and materials as well as Operations & Maintenance Manuals are required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be required for completion. This also applies to any/all

control systems pertaining to HVAC equipment. This training will be acceptable to either the person in charge of the facility 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 its 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 City to limit interference with the daily operations of the City and to avoid to the extent possible jeopardizing the health, safety or welfare of the employees or general public conducting business with the City.

The Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. This responsibility shall include, but is not limited to, adherence to Uniform Plumbing Code (UPC), City and state laws, the International Building Code (IBC) and the New Mexico building codes. and other codes, as adopted by the State of New Mexico. 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.

Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts and is outside the scope of the work of this Contract unless this work is specifically requested in the Task Order and subcontracted.

The Contractor 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 Best Management Practices.

Contractor shall be capable of providing all new installation or upgrades to the existing electrical service and systems, diagnostic services, perform trouble shooting services for the City, coordinate and supervise electrical services that may include renovations, upgrade and improvement projects and to provide new electrical services. The Contractor shall prepare quotes for all costs and services needed to perform the work required, in compliance with applicable national and state codes. 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. The utility work can include building geothermal systems. It may also include demolition and abatement projects. It can include security and other low voltage installations with related controls and equipment.

All material shall be new and of the highest quality available for the type of work being performed, unless alternate material is approved in a writing separate from the task order and notice to proceed by the Facilities Director or Director of Public Works.

The City reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. Specialty services provided from Statewide Price Agreements and other sources shall be coordinated by the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

“Material Cost" shall be defined as Manufacturer’s Suggested Retail Price (MSRP). Contractor may, at its sole discretion, provide the City with a bulk rate discount off the MSRP. Bulk rate markups on materials and sub-contractors may be negotiated with and approved by the City’s Facilities Director or Director of Public Works, on a project-by-project basis. Markups cannot be ‘cost plus a percentage’ and must be ‘cost plus a bulk fee’.

If the Contractor is requesting reimbursement for materials used on the work, documentation showing MSRP for the materials must be included when submitting invoices/pay applications.

The City reserves the right to obtain quotes from multiple vendors for each Task Order and award the Task Order to a contractor based on the quotes.

The City 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 Facilities Director or Director of Public Works feel it is in its best interest to provide this extraordinary oversight and assistance.

The City 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 as determined by the City’s Facilities Director. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Contract. Any employee of the Contractor found in violation of any law, while on the City’s property, may be prosecuted.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. City’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 satisfaction of the City’s Project Manager or Director of Public Works.

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 City. All hazardous and non-hazardous constructions debris shall be removed from the work areas and disposed of at an approved waste disposal site.

Task Order:

The Contractor shall be required to provide On-Call Electrical Services for any number of the activities listed in a Task Order upon the request of the City's Project Manager, City's Facilities Director or Director of Public Works. When a service is identified, the Requesting 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 Contract will apply to all Task Orders.

Upon receiving the Task Order, the Contractor shall promptly visit the site and compare the 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 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 the Project Manager or Facilities Director at no cost to the City. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task. Failure to respond to Task Orders may be grounds for termination of this Agreement. The Contractor shall not commence work until the City's Project Manager, City's Facilities Director or Director of Public Works provides a Notice to Proceed

If any equipment or building system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the 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 City's energy standards will be discussed and taken into consideration when proposing replacement units or systems.

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 Task 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 Facilities Director or Project Manager covering the services under the Task Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Facilities Department or other party to the Task Order during the term of performance of the Work and for as long thereafter as required.

C. The City 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 through City staff or contractor(s). The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. 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 Task 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 Facilities Director or Director of Public Works may require the Contractor to re-perform the services in conformity with the requirements at no increase in Task Order amount. When the defects in services cannot be corrected by re-performance, the Facilities Director or Director of Public Works may:

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

(2) reduce the Task 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 Facilities Director or Director of Public Works may:

(1) by 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) cancel the Task 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 TASK ORDER/CONTRACT.

Suspension, Delay or Interruption of Work:

The Facilities Director or Director of Public Works 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 Facilities Director or Director of Public Works 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 a Task Order due to postponement by the Contractor or a subcontractor, or an increase in the price, or due to the Contractor's failure to perform work according to the schedule approved in the Task Order and Notice to Proceed, 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. Any Certificates of Inspection, use and occupancy required under law will be delivered to the Project Manager 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 Project Manager as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly upon receiving a Notice to Proceed issued by the Facilities Director or Director of Public Works and before the first payment application, shall prepare and submit for the City'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. An updated schedule shall be presented with any change orders.

B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the City.

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.

D. The Contractor shall prepare a daily report each day the Contractor, subcontractors or any other entity performs work on the project. The daily reports shall be maintained at the site and be well organized. The Project Manager or Facilities Director 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 Project Manager 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 City;

d. As-Built drawings delivered in AutoCAD or electronic format;

e. Written certification of delivery and stocking of extra material, equipment or components required by the Task Order at a location established by the Project Manager;

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;

h. Training of staff on all applicable building systems;

i. All Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;

j. Utility transfer to City;

k. Operations and Maintenance Manuals;

l. A certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work for materials and for workmanship furnished and performed under this Contract for a period of one (1) year minimum from the date of Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of 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 City warranties of equipment offered by the manufacturer.

The award of this Contract is without assurance of quantity or dollar amount of work to be performed.

Minimum Requirements of Qualifications:

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 Section 60-13-12, NMSA 1978.

All personnel working on the project and providing services under a Task Order shall be experienced and certified in all areas related to this work and required by this Contract. Journeymen level

personnel shall have the ability and necessary skills to diagnose problems and to make the appropriate decisions needed to provide these services.

2. **Compensation**

A. The total amount payable to the Contractor under this Contract, **including gross receipts tax and expenses, shall not exceed five million four hundred nine thousand three hundred seventy-five dollars ($5,409,375.00)** for the term of this Contract.

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 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. 57-128-5(B).

3. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **June 30, 2029**. 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 Facilities Director or Director of Public Works 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 Facilities Director or Director of Public Works 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. When the Project Manager finds that the Change Request is appropriate for the project and complies with the requirements above, the Project Manager will forward the draft to the Contractor. Within five (5) business days, the Contractor will review the Change Request and inform the Project Manager in writing of whether the Change Order will require any changes to the project schedule and/or price due to, e.g., equipment availability or additional materials

3. The Facilities Division Director or Director of Public Works shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of Contractor's approval of the draft 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.

All terms and conditions of **ITB # 25078** 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. 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:
Joshua Bohlman
Facilities Project Manager
City of Santa Fe
2651 Siringo Road, Bldg. E/PO Box 909
Santa Fe, NM 87504
jbohlman@santafenm.gov
505-955-5932

To the Contractor:
Scott Burson
Vice President
Great Western Electrical, Inc.
3310 Girard Blvd. NE
Albuquerque, NM 87107
sburson@nmgwe.com
505-881-6525

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 text of the Contract shall have the meanings designated in those Conditions.

B. 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.

C. 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.

D. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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, MAYOR

DATE: _____

CONTRACTOR:
Great Western Electrical, Inc.

Scott Burson
Scott Burson (Mar 19, 2025 11:41 MDT)
_____
SCOTT BURSON, VICE PRESIDENT

DATE: Mar 19, 2025

NMBTIN: 03057251007

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 19, 2025 12:31 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____ 04/09/2025
EMILY OSTER, FINANCE DIRECTOR

Constr_Contract_GreatWestern_OnCall_ITB_Electrical - FINAL

Final Audit Report 2025-03-19

Created:	2025-03-19
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqTZyzhfkHKOcNrZnoxMbicGr30uw1DEr

"Constr_Contract_GreatWestern_OnCall_ITB_Electrical - FINAL" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
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Signer sburson@nmgwe.com entered name at signing as Scott Burson
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Signature Date: 2025-03-19 - 5:41:52 PM GMT - Time Source: server- IP address: 172.59.0.181

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Signature Date: 2025-03-19 - 6:31:03 PM GMT - Time Source: server- IP address: 76.127.1.192

Agreement completed.
2025-03-19 - 6:31:03 PM GMT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2024

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 Daniels Insurance, Inc. 320 Gold Avenue SW, Ste 700 Albuquerque NM 87102	CONTACT NAME: Katherine Leslie PHONE (A/C, No, Ext): (505) 766-9676 FAX (A/C, No): (505) 766-9679 E-MAIL ADDRESS: amonrreal@danielsinsuranceinc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Mexico Security Insurance	15349
INSURED Great Western Electrical, Inc. 3310 Girard Blvd NE Albuquerque NM 87107 (505) 881-6525	INSURER B : Donegal Mutual Insurance Compa	13692
	INSURER C : Atlantic States Insurance Comp	22586
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES AM **CERTIFICATE NUMBER:** Cert ID 38891 (11) **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 X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC X OTHER: per location			CPT9257534	01/01/2025	01/01/2026	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 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			1000111722	01/01/2025	01/01/2026	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 $			CXL9257534	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE Pers Adver Inju	$ 5,000,000 $ 5,000,000 $ 5,000,000
A	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		0111256.101	01/01/2025	01/01/2026	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
A	Leased/Rented Equipment			CPT9257534	01/01/2025	01/01/2026		$ 250,000 $

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

General and Auto liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. General Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss until the Company's primary limits of liability have been exhausted when required by written contract. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General and Auto liability and Workers' Compensation policies but only under the circumstances stated in the policies. Umbrella Liability follows form.

CERTIFICATE HOLDER

City of Santa Fe

200 Lincoln Ave
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

Katherine R. Leslie

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From: DUTTON-LEYDA, TRAVIS K.
To: GABALDON, RACHEL D.; Purchasing DET
Cc: BURNETT, SAM; CALABAZA, DEALVA X.; BOHLMAN, JOSHUA B.
Subject: RE: SOW Determinations- Electrical Services
Date: Tuesday, July 2, 2024 4:34:04 PM
Attachments: image003.png

Hi, this should be construction.

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

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

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Thursday, June 27, 2024 3:00 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: BURNETT, SAM <jsburnett@santafenm.gov>; CALABAZA, DEALVA X. <dxcalabaza@santafenm.gov>; BOHLMAN, JOSHUA B. <jbohlman@santafenm.gov>
Subject: SOW Determinations- Electrical Services

Good afternoon,

I am requesting a determination on the following scope of work:
We seek to request bids for electrical services for on-call contracts:
The work may include the repair, replacement, or extension of electrical systems within, attached to or servicing building sites above ground or underground. Work to include, but not be limited to installation of new power and lighting circuits; new power services; new electrical devices, equipment, and lighting fixtures; electrical repairs, rewiring, panel and wiring upgrades, inspections of components, repair or replacement of equipment or fixtures, maintaining control systems, lighting systems, and communication systems. The work shall also include the removal and disposal of existing power circuits, lighting fixtures and equipment, and the termination of associated circuits and services. Any related work

required to accomplish the requested electrical work in included. Low voltage work could be included and any other related electrical work.

Thank you,

R. Denise Gabaldon, CPO
Contracts Administrator | CIP & Facilities Division | Public Works Dept.
Website: www.santafenm.gov
Email: rdgabaldon@santafenm.gov
Mobile: (505) 795-2439
Office: (505) 955-5934

CITY OF SANTA FE

From: Matt Loehman
To: CALABAZA, DEALVA X.
Subject: Re: Horizons Determination - Electrical Services
Date: Friday, August 30, 2024 11:45:20 AM
Attachments: image001.png

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 morning De Alva,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Fri, Aug 30, 2024 at 10:49 AM CALABAZA, DEALVA X. <dxcalabaza@santafenm.gov> wrote:

> Hello Matt,
>
> The City of Santa Fe is seeking a Horizons Determination by requesting bids for electrical services for on-call contracts. The Scope of Work will include the following:
>
> The work may include the repair, replacement, or extension of electrical systems within,

attached to or servicing building sites above ground or underground. Work to include, but

not be limited to installation of new power and lighting circuits; new power services; new

electrical devices, equipment, and lighting fixtures; electrical repairs, rewiring, panel and

wiring upgrades, inspections of components, repair or replacement of equipment or fixtures,

maintaining control systems, lighting systems, and communication systems. The work shall

also include the removal and disposal of existing power circuits, lighting fixtures and

equipment, and the termination of associated circuits and services. Any related work

required to accomplish the requested electrical work in included. Low voltage work could be

included and any other related electrical work.

Please let me know if you have any questions.

Thanks

Kindly,

De Alva Calabaza

Administrative Manager | Facilities Division | Public Works Dept.

Website: www.santafenm.gov

Email: dxcalabaza@santafenm.gov
Mobile: (505) 469-4705

Office: (505) 955-5930

CITY OF SANTA FE
FACILITIES

Contract Packet_Great Western_ITB 25078_On-Call Electrical

Final Audit Report 2025-03-20

Created:	2025-03-19
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADd-bZKlaLhGlLxnvKVMHCVh769jne-zR

"Contract Packet_Great Western_ITB 25078_On-Call Electrical" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-03-19 - 9:59:13 PM GMT- IP address: 63.232.20.2

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2025-03-19 - 10:04:10 PM GMT- IP address: 104.47.65.254

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Signature Date: 2025-03-19 - 10:05:47 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-03-20 - 0:38:44 AM GMT - Time Source: server- IP address: 73.228.3.65

Document emailed to rawheeler@santafenm.gov for signature
2025-03-20 - 0:38:45 AM GMT

Email viewed by rawheeler@santafenm.gov
2025-03-20 - 3:44:08 PM GMT- IP address: 63.232.20.2

Signer rawheeler@santafenm.gov entered name at signing as RW
2025-03-20 - 3:45:13 PM GMT- IP address: 63.232.20.2

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Document e-signed by RW (rawheeler@santafenm.gov)

Signature Date: 2025-03-20 - 3:45:15 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-03-20 - 3:45:15 PM GMT

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Adobe
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CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Micheal Dozier, Wastewater Management Division Director MD

Via: LeRoy Alvarado Wastewater Management Division Operations Supervisor LA

Subject: Amend #2 Thatcher Company, Inc. Chemical supply T chlorite 12%

Vendor Name: : Thatcher Company, Inc.

Munis Vendor Number: 2957

ITEM AND ISSUE:

Wastewater Management Division Wastewater Treatment Plant respectfully requests your review and approval of a co-op purchase amendment 2 in the total amount of $62,890.08 including tax for supplying T chlorite 12% for a term of 4 years with Thatcher Company, Inc.

CONTRACT NUMBER:

The FY23 Munis contract number is 3203937

BACKGROUND AND SUMMARY:

The United States Environmental Protection Agency (EPA) has issued an Administrative Order (AO) Docket CWA-06-2024-1745 issued to the City of Santa Fe for violations of the Clean Water Act (CWA) (33 U.S.C. Sections 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 which 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. NMED has served the City of Santa Fe an Administrative Compliance Order (ACO) as well.

To facilitate the most efficient response to these regulators' consistent quantities of Sodium Hypo Chlorite 12% is required to assist with the reduction of unwanted bacteria and to promote settling in the wastewater treatment process. This bacteria keeps solids from settling in the wastewater treatment process. Without the proper settling, solids carry over and overload the tertiary process increasing the potential for e-coli violations.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Cash fund/500

Munis Org Name/Number: Wastewater Treatment Plant/ 5000367

Munis Object Name/Number: Operating Supplies / 530200

Budget Officer / Designee: Andy Hopkins **Date:** 05/05/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

This contract is originally a PUD Water Co-op that Wastewater wants to piggy back off of. Original Contract #3203937 expiration date 04/19/2033, City of Tuson Contract #212528-01 expires on 09/30/2025

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato JoAnn Lovato (May 5, 2025 14:36 MDT) **Date:** 05/05/2025

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:
Thatcher Agreement packet
Vendor's Quote
Certificate of Liability Insurance (COI)
Original contract packet
Amend 1
Amend 2
Bar6

Item#_____
Munis Contract#_3203937____
Original Contract Item_#23-0157_____
Coop #: CRWTRP #212528_____

CITY OF SANTA FE
AMENDMENT No. 2 TO
GENERAL SERVICES CONTRACT
ITEM# 23-0157

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated April 19, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Thatcher Company of Arizona, 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 drinking water treatment chemicals.

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 SERVICES

Article 2 of the Contract is amended to add services for the Wastewater Division, so that Article 2 reads as follows and a new Exhibit B is added:

The Contractor shall provide Drinking Water Treatment Chemicals as listed and described in Exhibit “A” attached hereto. The Contractor shall also provide the Wastewater Treatment Plant with Water Treatment Chemicals as listed and described in Exhibit “B”, attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of $62,890.08 so that Article 3, paragraph A reads in its entirety as follows:

A. The Total amount payable to the Contractor under this Agreement, including New Mexico Gross receipts tax, up to and not to exceed $4,641,890.08 for the term of this Agreement.

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, MAYOR

DATE:_____

CONTRACTOR:
Thatcher Company of Arizona, Inc.

Michael Mitchell
Michael Mitchell (Apr 27, 2025 12:12 MDT)
Mike Mitchell

_____
President

DATE: 04/27/2025
CRS#_03036339000

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kyle Hibner
Kyle Hibner (Apr 28, 2025 08:03 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

THATCHER COMPANY, INC.
P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone (801) 972-4587
Fax (801) 972-4606

4/2/25

City Of Santa Fe Wastewater

Dear Santa Fe Team:

Please find below the current price schedule for the product(s) you requested. If you have any questions, feel free to contact me any time at the number(s) listed below. Thank you in advance for your business.

Account Manager: Robert Dubel
Email: Robert.dubel@tchem.com
Office: 623-691-6499
Mobile: 480-248-4748

Product Description	Product Code	Packaging	Min. Qty.	Price
T Chlor 12.5% Bulk (Bulk Truck to tote fill on site)	2434000	G Bulk	4400/G	$03.7684/G Omnia Price
Freight			1260 miles RT 1260x 3.4= $4,384/4400= .996/G	Freight at $00.996/G
			Total Product And Delivery	$04.7644/G x 4400= Total $20,963.36
		$60,000.00 Minimum Budget =		3 deliveries x $20,963.36 = $62,890.08 Total

Price Expires 6/15/25

Payment Terms: Net 30 days from date of shipment

Freight Terms: All products are priced FOB Delivery Point

The prices listed on this quotation are subject to change without notice.
Please confirm your prices when placing your order.

Contract #212528

Water Treatment Chemicals (Polymers and Misc.)

Table of Contents

1. Thatcher Company of Arizona, Inc. Offer and Acceptance
2. Thatcher Company of Arizona, Inc. Response to Intent to Negotiate
3. City's Request for Intent to Negotiate
4. Thatcher Company of Arizona, Inc. Response to RFP #212528
5. RFP #212528

1. Thatcher Company of Arizona, Inc.
Offer and Acceptance

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

Salt Lake City | UT | 84127-0407
City | State | Zip

Signature of Person Authorized to Sign

Craig N. Thatcher
Printed Name

President
Title

For clarification of this offer, contact:

Name: Robert Dubel

Title: Account Manager

Phone: (480) 248-4748 mobile

Fax: (623) 691-6502

E-mail: robert.dubel@tchem.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 212528.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 2nd day of September 2020

As Tucson City Attorney and not personally

Awarded:

This 28th day of September 2020

Nathan Daou

As Director of Business Services and not personally

2. Thatcher Company of Arizona, Inc. Response to Intent to Negotiate

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT

August 17, 2020 Sent this day via email: Robert.Dubel@tchem.com

Robert Dubel
Account Manager
Thatcher Company of Arizona, Inc.
P.O. Box 27407
Salt Lake City, UT 84127-0407

RE: City of Tucson, RFP #212528, Water Treatment Chemicals (Polymers and Misc.) – Intent to Negotiate

Dear Mr. Dubel:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. The City accepts the following terms and conditions from your proposal:
   a. Special Terms and Conditions, Paragraph 3. Insurance, deletion of Professional Liability coverages.

   The final contract will show this removed.

2. The City requests a revised response to the pricing. Please complete the attached Revised Price Page. Thatcher Company of Arizona, Inc. maintained the previous pricing submitted, but is willing to negotiate future pricing based on the line items awarded. This is a result of the cost to serve; Thatcher Company of Arizona, Inc. is willing to pass on all savings to the City of Tucson as a result of our reduction in the cost to serve. These savings can be realized by full truckload orders, combining multiple line items in one order, lead-times, expanded delivery hours, and accurate forecasting.

3. The City requests additional clarification on the National Freight Charge per Mile -pricing of $3.00 for all categories mentioned in your proposal. In addition, please clarify if this is rail miles or highway miles. Our average truck operational cost is $3.00 per highway mile. This is an estimate for opportunity analysis outside the City of Tucson. In each instance we will analyze the least expensive method for delivery and incorporate the cost into our proposal. In most cases the final quote for opportunities outside the City of Tucson will be the product price plus a transportation fee less than or equal to $3.00 per highway mile. Our total minimum delivery cost is $150 for packaged goods and $450 for bulk shipments.

4. The City requests additional clarification and more detail surrounding the 90-day strategy to market the Master Agreement indicated in the RFP.
   - Announcement to our sales force the continuation of the Omnia cooperative contract.
   - Sales force training of new products added to the contract.
   - Ensure the retention of current accounts purchasing through the Omnia contract that was sponsored by the City of Las Vegas.
   - Partner with Omnia on press release and potential trade publications announcing the new contract.
   - Each Thatcher account manager will contact and set up a strategy session with their Omnia counterpart.
   - Thatcher will review the Omnia cooperative contract with public agencies prior to their submission of RFQ's to avoid competitive bids. In most cases Thatcher account managers will not be compensated for public agency opportunities unless the Omnia contract is utilized. This will incent the usage of the Omnia contract.
   - Thatcher will modify our website per suggestions listed 3.3 viii
   - Thatcher will partner with Omnia marketing to update co-branded marketing materials.
   - Ron Henricksen VP Sales will monitor national opportunities for the Omnia contract.

4.

5. The City requests signatures to the FEMA Special Conditions (pages 10 and 12 of the attached) or written documentation for why these pages cannot be signed.

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BUSINESS
SERVICES
DEPARTMENT

Please submit a written response to my attention via e-mail to Tracy.Garcia@tucsonaz.gov on or before Friday, August 21, 2020 at 2:00 PM. Please contact me via e-mail or at (520) 837-4114 with questions regarding the items above.

Sincerely,

Tracy Garcia
Senior Contract Officer

Cc: Jessica Goforth, Omnia Partners jessica.goforth@omniapartners.com
Fred Flores, Omnia Partners, fred.flores@omniapartners.com

BUSINESS SERVICES DEPARTMENT
SHARED SERVICES – PROCUREMENT
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

THATCHER COMPANY OF ARIZONA, INC.
6321 SOUTH RAINBOW ROAD, BUCKEYE, AZ 85326

Phone (623) 691-6499
Fax (623) 691-6502

July 22, 2020

City of Tucson Business Services Department
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Attention: Tracy Garcia, Senior Contract Officer

Re: Request for Proposal No. 212528

Dear M. Garcia,

With regard to the insurance provisions for the subject Request for Proposal, specifically provisions under Special Terms and Conditions, Paragraph 3. Insurance, Subparagraph C. regarding minimum insurance limits, Part IV. Professional Liability, we respectfully request exception from the requirement for Professional Liability coverage.

Our proposal is for delivery of chemical products, not professional services. Hence, the requirement for Professional Liability coverage is not applicable.

Your consideration and acceptance of this exception to your requirements would be appreciated.

Cordially,

Craig N. Thatcher
President

PRICE PAGE

If responding to the Water Treatment Chemicals portion of this solicitation, complete this Price Page. If only responding to other categories (and not Water Treatment Chemicals), provide pricing as described in Proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal. If responding to the Water Treatment Chemicals portion of this solicitation in addition to other categories, complete the Price Page and provide pricing for other categories as indicated in proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal.

The quantities appearing in this Price Page for Water Treatment Chemicals are only used as examples for estimated annual usage for a Participating Public Agency. They do not represent the City's actual usage and are not a guarantee of a Participating Public Agency's usage as there is no guaranteed work provided under the Master Agreement.

Example Agency #1:
Aluminum Sulfate 425,000 dry lbs.
Sodium Bisulfite 650,000 dry lbs.
Sodium Hypochlorite 1,300,000 gallons
Sodium Hydroxide 12,000 dry lbs.

Example Agency #2:
Aluminum Sulfate 65,000 dry lbs.
Sodium Bisulfite 210,000 dry lbs.
Sodium Hypochlorite 400,000 gallons
Sodium Hydroxide 75,000 dry lbs.
Citric Acid 30,000 wet lbs.
Liquid Oxygen 395,000 gallons

Example Agency #3
Sodium Bisulfite 29,000 dry lbs.
Sodium Hypochlorite 245,000 gallons

The pricing listed in this Price Page consists of 27 items and items shall be a firm fixed price.

Offeror's Name: Thatcher Company of Arizona, Inc.

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry lbs. (44,000 "as is" lbs.)	500,000	Dry lbs	$ 0.1639	$ 0.0389	$ 0.2028	$ 3.00
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs.	25,000	Dry lbs	$ 0.1186	$ 0.0814	$ 0.20	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per ~~UOM~~ mile*
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 dry lbs. (45,000 "as is" lbs.)	900,000	Dry lbs	$ 0.2955	$ 0.2225	$ 0.518	$ 3.00
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 gal	2,000,000	Gal	$ 0.87	$ 0.53	$ 1.40	$ 3.00
5.	Sodium Hydroxide Minimum Shipping Quantity 44,000 lb.s	85,000	Wet lbs	$ 0.1575	$ 0.0245	$ 0.182	$ 3.00
6.	Ammonia, Anhydrous Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.2874	$ 0.0926	$ 0.38	$ 3.00
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	10,000	Dry lbs	$ 0.6705	$ 0.4874	$ 1.1579	$ 3.00
8.	Chlorine Minimum Shipping Quantity 44,000 lbs.	10,000	lb. ~~Gal~~	$ 0.279	$ 0.051	$ 0.33	$ 3.00
9.	Copper Sulfate Minimum Shipping Quantity 42,000 lbs.	10,000	Dry lbs	$ 1.623	$ 0.072	$ 1.695	$ 3.00
10.	Ferric Sulfate Minimum 10% Iron Shipping Quantity 44,000 lbs. "as is" lbs.	10,000	Dry lbs	$ 0.1948	$ 0.185	$ 0.38	$ 3.00
	12% Iron Minimum: 44,000 "as is" lbs.		Dry lbs	$ 0.1957	$ 0.1543	$ 0.35	$ 3.00
	13% Iron Minimum: 44,000 "as is" lbs.		Dry lbs	$ 0.1883	$ 0.1425	$ 0.3308	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per ~~UOM~~ mile*
11.	Sodium Fluoride Minimum Shipping Quantity_____	10,000	Dry lbs	$ No Bid	$ No Bid	$ No Bid	$ No Bid
12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.3844	$ 0.0213	$ 1.4057	$ 3.00
13.	Hydorfluosilicic Acid Minimum Shipping Quantity 10,120 dry lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.3844	$ 0.0213	$ 1.4057	$ 3.00
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.121	$ 0.069	$ 0.19	$ 3.00
15.	Lime Hydrated Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.151	$ 0.069	$ 0.22	$ 3.00
16.	Pebble Quicklime Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.121	$ 0.069	$ 0.19	$ 3.00
17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.2574	$ 0.0926	$ 0.35	$ 3.00
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.2574	$ 0.0926	$ 0.35	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per ~~UOM~~ mile*
19.	Polyphosphate Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.3274	$ 0.0926	$ 0.42	$ 3.00
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 lbs.	10,000	Dry lbs	$ 2.0009	$ 0.0991	$ 2.10	$ 3.00
21.	Powder Activated Carbon Minimum Shipping Quantity 40,000 lbs.	10,000	Dry lbs	$ 0.46	$ 0.09	$ 0.55	$ 3.00
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 1.0454	$ 0.0246	$ 1.07	$ 3.00
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.318	$ 0.112	$ 0.43	$ 3.00
24.	Sulfuric Acid Minimum Shipping Quantity 40,920 lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 0.0918	$ 0.0265	$ 0.1183	$ 3.00
25.	Zinc Orthophosphat Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.466	$ 0.06	$ 1.526	$ 3.00
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs.	31,700	Wet Lbs.	$ 0.4074	$ 0.0926	$ 0.50	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
27.	Liquid Oxygen Minimum Shipping Quantity_____	396,000	Gal	$ No Bid	$ No Bid	$ No Bid	$ No Bid

* Charge per UOM Mile shall be established as distance from Offerors closest distribution facility.

PAYMENT TERMS: 0 Percent / NET30 Days

DELIVERY TIME: Delivery times will vary by product and location and are negotiable on a product by product basis.

NOTE: EXCEPTIONS TO BID
The Offeror must list on a separate sheet of paper any exceptions to the conditions of this RFP. This sheet must be labeled, "Exceptions to RFP Conditions", and must be submitted as part of Offeror's response. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. **ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.**

**NOTE: Applicable taxes not included. Appendix A forms part of our proposal.

THATCHER COMPANY OF ARIZONA, INC.
P.O. Box 27407, Salt Lake City, UT 84127-0407

Phone (623) 691-6499
Fax (623) 691-6502

Price Change Process

Thatcher Company of Arizona, Inc. (herein referred to as "Thatcher") has responded to all the products listed in the RFP except for liquid oxygen. The array of RFP products is a combination of chemicals Thatcher manufactures and chemicals purchased from other direct manufacturers. A 3rd party indicator does not exist that will appropriately monitor cost increases or decreases in the general chemical market without providing risk to Thatcher or City of Tucson/OMNIA. This applies to individual chemicals as well.

Our goal at Thatcher is to partner with organizations who desire the success of both entities. When our costs decrease, we want to extend the savings to our customers. When our costs increase, we do not want to risk providing chemicals at a financial loss. To accomplish this goal, we propose the following:

- Prices quoted for this RFP are firm for the first 6 months of the contract.
- After each 6-month period:
  - Prices will decrease, increase, or remain unchanged based upon the actual cost change. Most of the chemicals in the RFP typically experience minor fluctuations in price.
  - Documentation will be provided for price changes where it exists (supplier letters etc.)
  - Prices will be reviewed each 6 months throughout the duration of the contract extensions (if exercised).

We look forward to a mutually beneficial relationship with the City of Tucson and OMNIA. The process outlined will ensure Thatcher can pass along actual price savings to the contract entities and protect Thatcher from unprofitable transactions.

Thatcher looks forward to further discussion to answer your questions and develop a mutually beneficial price change process.

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Methanol Minimum Shipping Quantity_____	7000	Gal	$ 1.11	$ .48	$ 1.59	$ 3.00
2.	Mississippi Lime Minimum Shipping Quantity_____	48,000	Lbs	$ .115	$ .1550	$ .27	$ 3.00
3.	T-Floc 1417 Minimum Shipping Quantity_____	32,900	Lbs	$ .4267	$ .0253	$ .4520	$ 3.00
4.	Calcium Hypochlorite 3" Tabs Minimum Shipping Quantity_____	48,000	Dry lbs	$ 1.936	$ .1740	$ 2.11	$ 3.00
5.	Anhydrous Ammonia Refrig -Grade Minimum Shipping Quantity_____	17.5	Tons	$ .275	$ .1250	$ .40	$ 3.00

**NOTE: Applicable taxes not included. Appendix A forms part of our proposal.

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

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.

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? YES _____ 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? YES _____ 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? YES _____ 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

(I) 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 (I) 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 agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: **THATCHER COMPANY OF ARIZONA, INC.**

Address, City, State, and Zip Code: P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone Number: (480) 248-4748 mobile Fax Number: (623) 691-6502

Printed Name and Title of Authorized Representative: Craig N. Thatcher, President

Email Address: craig.thatcher@tchem.com

Signature of Authorized Representative: _____ Date: July 28, 2020

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers,

employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity
A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy
A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps
For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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 tasks 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; and
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.

Prevailing Wage Requirements
When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements
If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any,

paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program,

Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. 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.

d. 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.

e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate 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

(3) Breach. 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."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, 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.

d. 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.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and

2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, Thatcher Company of Arizona, Inc. **, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.**

Craig N. Thatcher

Signature of Contractor's Authorized Official

Craig N. Thatcher, President

Name and Title of Contractor's Authorized Official

July 28, 2020

Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

    a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

    b. Changes.

    To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

    c. Access to Records.

    All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

    d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and

Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:
Thatcher Company of Arizona, Inc.

Address, City, State, and Zip Code:
P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone Number: (480) 248-4748 mobile Fax Number: (480) 691-6502

Printed Name and Title of Authorized Representative: Craig N. Thatcher, President

Email Address:
craig.thatcher@tchem.com

Signature of Authorized Representative: 

Date: July 28, 2020

3. City’s Request for Intent to Negotiate

CITY OF TUCSON

BUSINESS SERVICES DEPARTMENT

August 17, 2020 Sent this day via email: Robert.Dubel@tchem.com

Robert Dubel
Account Manager
Thatcher Company of Arizona, Inc.
P.O. Box 27407
Salt Lake City, UT 84127-0407

RE: City of Tucson, RFP #212528, Water Treatment Chemicals (Polymers and Misc.) – Intent to Negotiate

Dear Mr. Dubel:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. The City accepts the following terms and conditions from your proposal:
   a. Special Terms and Conditions, Paragraph 3. Insurance, deletion of Professional Liability coverages.

   The final contract will show this removed.

2. The City requests a revised response to the pricing. Please complete the attached Revised Price Page.

3. The City requests additional clarification on the National Freight Charge per Mile pricing of $3.00 for all categories mentioned in your proposal. In addition, please clarify if this is rail miles or highway miles.

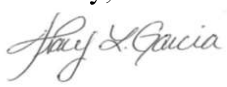
4. The City requests additional clarification and more detail surrounding the 90-day strategy to market the Master Agreement indicated in the RFP.

5. The City requests signatures to the FEMA Special Conditions (pages 10 and 12 of the attached) or written documentation for why these pages cannot be signed.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City and Omnia Partners. In the event that the City and Omnia Partners are not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response to my attention via e-mail to Tracy.Garcia@tucsonaz.gov on or before Friday, August 21, 2020 at 2:00 PM. Please contact me via e-mail or at (520) 837-4114 with questions regarding the items above.

Sincerely,



BUSINESS SERVICES DEPARTMENT

Tracy Garcia
Senior Contract Officer

Cc: Jessica Goforth, Omnia Partners jessica.goforth@omniapartners.com
Fred Flores, Omnia Partners, fred.flores@omniapartners.com

4. Thatcher Company of Arizona, Inc.
Response to RFP #212528

CITY OF TUCSON
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**212528**
PROPOSAL DUE DATE:	**AUGUST 3, 2020, AT 2:00 P.M. LOCAL AZ TIME**
MATERIAL OR SERVICE:	**WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)**
PRE-PROPOSAL CONFERENCE DATE:	**JULY 17, 2020**
TIME:	**10:30 a.m.**
LOCATION:	**https://teams.microsoft.com/l/meetup-join/RFP212528_Water_Treatment_Chemicals_pre-proposal_conference** +1 213-293-2303 United States, Los Angeles (Toll) Conference ID: 258 273 029#
CONTRACT OFFICER:	**TRACY GARCIA**
TELEPHONE NUMBER:	**(520) 837-4114** **Tracy.Garcia@tucsonaz.gov**

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, or to update an existing vendor record, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration to access the City's vendor registration system. You may also call the Shared Services Procurement Division of the Business Services Department at (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

It is the sole responsibility of the Bidder to submit their Bid before the scheduled time, as reflected in the City's online bidding system. No Bid shall be accepted after the scheduled opening time.

Questions must be addressed to the Contract Officer listed above.

TLG

PUBLISH DATE: JULY 1, 2020

INTRODUCTION

The City of Tucson is requesting proposals from qualified and experienced firms to provide **WATER TREATMENT CHEMICALS (POLYMERS AND MISC.).**

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified supplies and materials.

National Contract

The City of Tucson, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation 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. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over $100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment A).

The City of Tucson anticipates spending approximately $1.25 Million over the full potential Master Agreement term for Water Treatment Chemicals. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Water Treatment Chemicals purchased under the Master Agreement through OMNIA Partners Public Sector is approximately $65 Million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

SCOPE OF WORK

1. WATER TREATMENT CHEMICALS

A. GENERAL REQUIREMENTS

These requirements are broad for the City and Participating Public Agencies utilizing the Master Agreement outside of the City.

Contractor(s) warrant that chemicals provided as a result of this RFP:

i. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals;
ii. Conform to the general chemical specifications contained herein;
iii. Are suitable for wastewater treatment;
iv. Are free from adulterants or impurities of any kind; and
v. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the City or Participating Public Agencies, promptly replace with item that meets specifications.

Contractor(s) understand and acknowledge that the City and other Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City and Participating Public Agencies' ability to provide timely services, which may affect the health and welfare of the public served by the City and Participating Public Agencies. In the event of product shortages at any point from production to delivery, Contractor(s) agree and affirm that the City and Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City and Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations.

The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specified in this paragraph or elsewhere in this RFP shall constitute a breach of contract.

The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the City and Participating Public Agencies specifications will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event a Contractor is unable to promptly furnish the chemical of the acceptable quality; the Participating Public Agencies will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agencies will be charged to the Contractor either as a credit against an outstanding invoice or billed to the Contractor for immediate payment.

B. DELIVERY

a. DELIVERY TIME: Chemicals are to be delivered on an as-needed basis to the City of Tucson **within two days of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order. Sodium hypochlorite solution deliveries are expected to be required twice each week, including weekends and holidays, with the possibility of being required three times per week during high-demand periods. Minimum order quantities will be:

i. minimum of 4,000 (four thousand) gallons of 20% sodium hydroxide
ii. minimum of 3,500 (three thousand five hundred) gallons of 12% sodium hypochlorite
iii. minimum of 2 (two) buckets (55-lb. buckets) of calcium hypochlorite tablets

b. DELIVERY INSTRUCTIONS: The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended).The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of gallons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply. Do not assume an air supply will be provided. Unloading air pressure shall not exceed 20 psi. The driver shall wear all appropriate PPE during the entire unloading process and is required to stay with the vehicle during the entire unloading process. The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

c. The City and each Participating Public Agencies will establish their own delivery schedule based upon its own requirements and the Contractor's specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or the Participating Public Agency. The City or Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or a Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all deliveries shall be between the designated hours at the City or Participating Public Agencies for that code status. A Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City and each Participating Public Agency. Failure to deliver at the time specified, or as amended in writing by the City or Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract.

Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery.

All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

- Contractor(s) Name
- Purchase Order and Call Order Number (release number)
- Date of Delivery and Date of Order
- Materials Furnished
  - Quantity, unit price and extension of each item, and total in accordance with the contract
- Name of authorized representative ordering supplies

A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City or Participating Public Agency which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

Agencies have the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

All chemicals will be delivered F.O.B. destination as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.

C. MSDS REPORTS

The following MSDS related documentation must be furnished to the City or each Participating Public Agency upon request:

i. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
ii. National Sanitation Foundation certification for the quoted chemical.
iii. Chemical certificate of analysis for all chemicals.

D. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be an overview of the types of chemicals that are available under the Master Agreement. The City and/or Participating Public Agencies specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Ammonia, Anhydrous

The product furnished shall be chemically pure anhydrous, 99.98% free ammonia, free from impurities, which might cause hazards or stoppage of the operation of standard ammonia feed equipment.

ii. Ammonium Hydroxide

Chemical strength shall be at a minimum 20%

iii. Chlorine

The product furnished shall be chemically pure anhydrous, 99.5% by volume free chlorine, free from impurities, which cause hazards, or stoppage in the operation of standard chlorinating equipment. The Contractor(s) at a minimum shall adhere to the recommendations in the current edition of the Chlorine Institute's Pamphlet 17 Packaging and Shipping Plant Safety and Operational guides for receiving, inspecting, testing and reconditioning chlorine cylinders, ton containers, valves and fusible plugs.

iv. Copper Sulfate

Copper Sulfate shall be standard commercial fine crystal grade of copper sulfate pentahydrate containing at least 99% of CuSo4.5H20. The percentage of elemental copper shall not be less than 25% and insoluble matter shall not exceed 0.5%. Certification or quality assurance of mesh size must be provided.

v. Ferric Sulfate

Ferric sulfate solution is a reddish brown liquid that is manufactured from a high purity, mined magnetic iron ore, virgin sulfuric acid, water, and liquid oxygen. The solution must comply with the AWWA standard for ferric sulfate (B406) and is NSF/ANSI Standard 60 certified for use in potable water and municipal and industrial wastewater.
The following types should be provided:

(a) Ferric Sulfate 10% Fe

(c) Appearance	Dark Liquid
(d) Fe (III)	10.25 ± 0.25%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.44 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

(b) Ferric Sulfate 12% Fe

Appearance	Dark Liquid
Fe (III)	12.2 -13.0%
Fe (II)	< 0.1%
Specific Gravity (25°C)	1.55 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

(c) Ferric Sulfate 13% Fe

Appearance	Dark Liquid
Fe (III)	13.0 ± 1%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.6 typical
pH	< 2
Free Acid	< 0.5%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

vi. Sodium Fluoride

It is a white odorless material available either as a powder or in the form of crystals of various sizes.

vii. Fluorosilicic Acid

Fluorosilicic Acid is a 20 to 35 percent aqueous solution. It is a colorless to straw yellow, transparent, fuming, corrosive liquid. It has a pungent odor and irritating action on the skin.

viii. Hydorfluosilicic Acid

The product furnished shall not be less than 23% solution Hydorfluosilicic acid H2SiF6.

ix. Lime Foundry Quick Grade

The quick lime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Material shall contain a minimum of 85% available calcium oxide. The insoluble matter shall not exceed 2% by weight. Material is to be crushed and screened so that none shall be retained on a 5/16" sieve. Not more than 2%, 15%, 80% by weight shall bass a No. 20, No. 14, No. 6 US standard sieve, respectfully.

x. Lime Hydrated

The hydrated lime shall be white in color, dry, and the best quality. Water soluble calcium oxide equivalent shall not be less than 68% CaO by weight. Insolubles shall not exceed 5% by weight. The lime shall contain no magnesium in excess of an amount equivalent to 1-1/2% of magnesium oxide MgO.

xi. Pebble Quicklime

The quicklime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Quick lime shall be supplied in pulverized for known as granular type. It shall be of best quality, highly reactive, freshly burned, substantially free of core, as dirt or unburned stone. The lime to be used for post lime treatment shall be high calcium granular suitable for conditioning wastewater treatment plant sludge and for pH and alkalinity control in the water treatment process. Material shall contain a minimum of 90% available calcium oxide, and shall be the quality known as "quick slaking", readily disintegrating into a suspension without objectionable amounts of un-dissolved or un-slaked materials. Insoluble matter shall not exceed 2% by weight. It shall not contain floating insoluble particles that are of a nature that cannot be captured and retained by the slaker grit removal system which operates on the basis of gravity separation. For each delivery, Contractor(s) shall provide a certification of analysis of the following: slaking test, objectionable insoluble matter test, gradation test, loss of ignition test and available calcium oxide test. The slaking rate shall be that a temperature of 40◦C shall occur in 3 minutes or less and the reaction shall be complete within 6 minutes regardless of the calcium oxide content. Material is to be crushed and screened so that none shall be retained on a ¼" sieve screen and not more than 25% passing a No. 100 US standard mesh screen and shall contain no mineral or organic substances in quantities that will adversely affect the percent available calcium oxide when tested in accordance with AWWA Standard for Quicklime and Hydrated Lime. The method employed to test materials furnished under this contract shall conform to AWWA Standard B202-93, or the latest revisions, unless otherwise noted by Participating Public Agency.

xii. Polyaluminum Chloride or Polyaluminum Hydroxychlorosulfate

Aluminum salts used in coagulation and sedimentation processes. The Polyaluminum chloride must be liquid in form and easily applied via metering pumps. It shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog flow regulating valves and appurtenances or accumulate as sludge in the storage tanks. Contractor(s) will be responsible for removing (at their expense) excessive PACL residual accumulations from the storage tanks at the water treatment plants. The polyaluminum chloride (PACL) must be completely water soluble and not significantly depress the treated water pH. The pH of the liquid PACL solution must be greater than 2.3. Aluminum concentration (expressed as % of Al203) shall exceed 9%. Basicity shall exceed 70%. Sulfates (expressed as % SO4) shall be minimum of 1.7% Freezing temperature shall be less than -12◦C. Unless Contractor supplies two approved PACL products:

a. for the winter season with a freezing temperature less than -12◦C

b. for the rest of the contract period with a freezing temperature less than 0◦C
Polyaluminum chloride shall not emit any organic odors. Poly aluminum chloride must not contain any amounts of natural or synthetic polymers. Suppler must be capable of providing technical support, including on-site jar testing and training as specified by the plant operators. The Contractor's technical support person(s) shall be available for on-site technical support within 24 hours of notification. Such technical person(s) name, experience related to using PACL, as a primary coagulant in drinking water treatment plants. Home/office address and telephone numbers will need to be provided to each Participating Public Agency for their local area. Contractor must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

xiii. Polyphosphate

For corrosion control and reduction of soluble lead in drinking water

xiv. Potassium Permanganate

Chemical must be free flowing grade with KMnO4 content of 97% or higher with a bulk density of approximately 100 pounds per cubic foot. The bulk density shall be relatively dust free in handling. The specific gravity will be equal to 1.039 of a 6% solution by weight at 68◦F/20◦C. The chemical must be stable in storage for at least three years

xv. Powder Activated Carbon

As prescribed in AWWA Standard B600-05.

xvi. Sodium Hexametaphosphate

The material shall be supplied in granular form-approximately 95% finer than US sieve #4 and 95% larger than US sieve #12.

xvii. Sodium Permanganate

Similar to potassium permanganate, liquid in form NaMnO4

xviii. Sulfur Dioxide

The product furnished shall be chemically pure 99.98% Sulfur Dioxide, free from adulterants or impurities. Oil and other residue content shall not exceed 60◦F (15.5◦C) shall not exceed 100 ppm. Acidity shall not exceed 20 ppm. Typical physical and chemical properties shall be:

a. Vapor Pressure at 60◦F (15.5◦C) (of gas) 40.3 psi
b. Specific Gravity (liquid) at 60◦F (15.5◦C) 1.39
c. Boiling point at 1 atm 14◦F (-10◦C)
d. Solubility in water at 60◦F (15.5◦C) & 1 atm 11.7% by wt.
e. Color shall be water white

xix. Sulfuric Acid

Chemical strength shall be 93% and chemical shall be 66◦ Baum.

xx. Zinc Orthophosphate

The product furnished shall conform to the following content:

a. Color-water white
b. Odor-none
c. Density-11.4
d. Chlorine demand-none
e. Zinc Concentration- 3% as Zn +/-0.5%
f. Phosphate concentration- 33% as PO4 +/-0.5%
g. Phosphate to Zinc ration- 11 : 1

xxi. Citric Acid

The product furnished shall conform to the following content:

a. 50% solution, bulk delivery

xxii. Liquid Oxygen

The product furnished shall conform to the following content:

a. Oxygen Purity: ≥ 99.5% by weight
b. Specific Gravity at 1 atmosphere: ≈1.14
c. Dew Point: < -82° F
d. Water content: < 6.6 ppmv
e. THC (as methane): < 25 ppmv
f. Particulate size: < 10 micron (filtered)
g. The LOX shall conform to the American Water Works Association (AWWA) Standard B304-08, “Liquid Oxygen for Ozone Generation for Water, Wastewater, and Reclaimed Water Systems”.
h. The LOX shall conform to the Compressed Gas Association (CGA), Specification G-4.3 (most recent edition) for quality verification level of Grade D or better Type II liquid oxygen.
i. The LOX shall contain no soluble organic or inorganic substances in quantities capable of producing deleterious or injurious effects on health of those coming into contact with the treated water.

E. TECHNICAL SPECIFICATIONS

i. For Aluminum Sulfate (Alum)

a. General

The Contractor(s) shall ensure all loads of Liquid Aluminum Sulfate meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Aluminum Sulfate transferred by the Contractor(s) into the City’s or Participating Public Agency’s storage vessels.

If an Offeror is responding to the Water Treatment Chemical portion of this solicitation, Offeror shall provide unit cost in $/lb. of “dry alum”. For the purposes of these Specifications, “dry alum” is $Al_2 (SO_4)_3 \cdot 14H_2O$.

The Contractor(s) shall bill by weight of dry alum delivered in lb. The Contractor(s) shall calculate the weight of dry alum delivered in each shipment, and the extended cost of each shipment as follows:

1. wt. of dry alum in ship, in lb = (wt. of Liq. Alum. Sulf. in ship, in lb.) (dry alum conc., in %, by wt.)
2. cost of shipment, in $ = (wt. of dry alum in shipment, in lb)(unit cost, in $/lb of dry alum)

The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following (unless specified otherwise by City or Participating Public Agency):

1. date of delivery
2. Bill of Lading Number, or other mechanism to definitively link the invoice to a delivery
3. the net weight of Liquid Aluminum Sulfate delivered in pounds
4. the weight percentage of dry alum in the Liquid Aluminum Sulfate delivered
5. the weight of dry alum in the shipment, in pounds
6. the cost of the shipment, in dollars

b. Compliance with Standards

1. The Liquid Aluminum Sulfate shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B403, Aluminum Sulfate - Liquid, Ground, or Lump except as modified or supplemented herein. Non-conformance with ANSI/AWWA B403 shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

2. The Liquid Aluminum Sulfate shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award.
3. If ANSI/NSF Standard 60 certification for Liquid Aluminum Sulfate is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. The Liquid Aluminum Sulfate shall be produced from ore, not from reclaimed aluminum metal.
2. During the life of the Master Agreement, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality. One item of particular concern are manufacturing processes or materials impacting the concentration of impurities. The Liquid Aluminum Sulfate shall be of such clarity as to permit the reading of flow-measuring devices without difficulty.

3. The Liquid Aluminum Sulfate shall contain water-soluble aluminum of not less than 4.23% as Al, or 8.0% as Al_2O_3, by weight. The literature specific gravity of Liquid Aluminum Sulfate at the minimum concentration is 1.32.

4. The Liquid Aluminum Sulfate shall contain less than or equal to 0.2% water-insoluble matter by weight.

5. The Liquid Aluminum Sulfate shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. A Contractor shall reimburse the City or Participating Public Agency(s) for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Aluminum Sulfate shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Aluminum Sulfate, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this Master Agreement.

   Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Aluminum Sulfate supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Aluminum Sulfate supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Liquid Aluminum Sulfate shall be limited as follows:

Impurity	**Maximum Concentration in mg/kg**	**Maximum Reporting Detection Limit in mg/kg**
total antimony	250	50
total arsenic	200	40
total barium	3000	600
total beryllium	200	40
total boron	250	50
total cadmium	5	1
total chromium	100	20
total copper	10	2
total iron	1000	200
total lead	5	1
total manganese	200	40
total mercury	0.02	0.004
total molybdenum	10	2
total nickel	40	8
total selenium	5	1

Impurity	Maximum Concentration in mg/kg	Maximum Reporting Detection Limit in mg/kg
total silver	40	8
total thallium	25	5
total zinc	100	20

9. The City and Participating Public Agencies reserves the right to add other impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the liquid Aluminum Sulfate must contain less than 20 μg of per chlorate/L.

11. Before the initial delivery, Contractor(s) shall sample the Liquid Aluminum Sulfate from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. specific gravity, at 20 °C
    D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
    E. aluminum concentration, in % Al, by weight,
    F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
    G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
    H. water-insoluble matter concentration, in %, by weight, and
    I. all of the metals in the table above, in mg/kg (Note: The reporting detection limit for each metal must be less than or equal to the maximum reporting detection limit listed in the table above.)

12. The Contractor(s) shall supply the requesting Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed and dated by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Aluminum Sulfate (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Aluminum Sulfate contained less than 20 μg per chlorate/L. Contractor(s) may use analytical data generated by the Contractor(s) of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The

Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.

14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of a Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City or Participating Public Agency):

   A. date of delivery,
   B. bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Aluminum Sulfate in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Aluminum Sulfate in the delivery vehicle in pounds

   The dry weight in pounds must match what the dry weight in pounds will be on the Contractor's Invoice.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

   A. production lot number,
   B. date of manufacture,
   C. specific gravity, at 20 °C
   D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
   E. aluminum concentration, in % Al, by weight,
   F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
   G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
   H. water-insoluble matter concentration, in %, by weight,

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) shall include any charges for the Certificates in their price submitted as part of their response to this solicitation.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Aluminum Sulfate to the City or Participating Public Agency as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Aluminum Sulfate delivered in pounds. Unless otherwise stated by the City or Participating Public Agency: the City and/or the Participating Public Agency shall assume the weight of the Liquid Aluminum Sulfate delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Aluminum Sulfate in the delivery vehicle; and the Contractor(s) shall also ensure the complete transfer of Liquid Aluminum Sulfate from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

5. The Liquid Aluminum Sulfate shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Aluminum Sulfate shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Aluminum Sulfate in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless stated otherwise). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City and Participating Public Agencies reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Aluminum Sulfate is delivered.

10. The City and Participating Public Agencies reserve the right to subject samples of the Liquid Aluminum Sulfate to analysis to determine if the Liquid Aluminum Sulfate meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public

Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Aluminum Sulfate, the Contractor(s) shall remove and replace any and all non-conforming Liquid Aluminum Sulfate within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Aluminum Sulfate and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

ii. For Soda Ash (Sodium Carbonate, Dry)

a. General

1. The Contractor(s) shall ensure all loads of Soda Ash meet the all requirements of this Master Agreement and these specifications. All specifications apply to the Soda Ash transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) submitting for Water Treatment Chemicals, shall submit unit and extended costs in $/lb. of Na_2CO_3 (dry) as part of their response to this solicitation.

3. Contractor(s) shall bill by weight of Na_2CO_3 delivered in lb.

4. Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery,
B. weight of Soda Ash delivered, in lb.
C. unit price, and
D. extended cost (lb. x unit price)

b. Compliance with Standards

1. The Soda Ash shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B201, Soda Ash, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B201 shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach

2. The Soda Ash shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award. The Contractor(s) shall supply evidence of this certification throughout the term of the Master Agreement.
   a. If ANSI/ NSF Standard 60 certification for Soda Ash is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach.

b. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Soda Ash that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Soda Ash shall be a dry, white powder containing no large lumps or crystals. It shall be free flowing and suitable for storage in closed vessels and for feeding with a standard dry feeder.

3. The apparent density of the Soda Ash shall be 0.9 to 1.1 g/cm^3 (56.2 to 68.7 lb/ft^3), dense soda ash.

4. The Soda Ash shall contain greater than 99 percent sodium carbonate (Na_2CO_3) by weight.

5. The Soda Ash shall contain less than 0.05 percent insoluble matter by weight.

6. The Soda Ash shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

7. The Soda Ash shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Soda Ash, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Soda Ash supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

8. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Soda Ash shall be limited as follows:

Metal Impurity	Maximum Concentration, in mg/kg	Maximum Reporting Detection Limit in mg/kg
total antimony	1000	200
total arsenic	500	100
total barium	10000	2000
total beryllium	500	100
total boron	1000	200
total cadmium	15	3
total chromium	250	50
total copper	30	6
total iron	2500	500
total lead	15	3
total manganese	500	100
total mercury	0.10	0.02
total molybdenum	20	4
total nickel	100	20
total selenium	25	5
total silver	100	20
total thallium	100	20
total zinc	300	60

9. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels to protect the treatment process and facility, and to meet all permit limits and water quality standards. The Contractor(s) shall make all changes necessary to meet such listings or levels.

10. Before the initial delivery, the Contractor(s) shall sample the Soda Ash from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. Soda Ash production lot or batch number,
    B. date of manufacture,
    C. apparent density, in $lb/ft^{3,}$
    D. sodium carbonate, Na_2CO_3, in percent, by weight,
    E. insoluble matter, in percent, by weight, and
    F. all of the total metals listed in the table above.

    Note: The reporting detection limit for each metal must be less than or equal to the maximum listed in the table above.

11. A Contractor shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above (unless otherwise indicated by City or Participating Public Agency). The report shall contain a statement, signed by a

management-level representative of the Contractor, certifying that the sample supplied to the laboratory was unaltered and representative of the Soda Ash (to be) delivered to the City or Participating Public Agency.

12. A Contractor shall complete the sampling and analysis processes described above once per year in the month of the anniversary of the initial test, and after any changes in the manufacturing of the Soda Ash that may impact quality or the concentration of any impurity.

13. A Contractor shall submit the initial report before the delivery of the first shipment. Failure of the Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

   A. date of delivery,
   B. gross weight of delivery vehicle and Soda Ash in pounds,
   C. tare weight of delivery vehicle in pounds, and
   D. net weight of Soda Ash in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

   A. Soda Ash production lot or batch number,
   B. date of manufacture,
   C. apparent density, in lb/ft^3
   D. sodium carbonate, Na_2CO_3, in percent, by weight,
   E. insoluble matter, in percent, by weight, and
   F. date of certificate.

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. A Contractor responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their proposal price.

e. Delivery Logistics

1. The Contractor(s) shall measure delivery quantities as the total weight of Soda Ash delivered in pounds. The City or Participating Public Agency shall assume the weight of the Soda Ash delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Soda Ash in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Soda Ash from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

2. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Soda Ash is delivered.

3. The City or Participating Public Agency reserves the right to subject samples of the Soda Ash collected before the chemical enters the storage tank to analysis to determine if the Soda Ash meets the City's or Participating Public Agency's specifications. The Contractor shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Soda Ash, the Contractor(s) shall remove and replace any and all non-conforming Soda Ash within 24 hours of being notified without additional cost to the City or Participating Public Agency.

   Alternatively, the City or Participating Public Agency may remove the Soda Ash and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor may not charge for delivered material the City or Participating Public Agency rejects.

4. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

5. The tank truck must be sealed and equipped with a self-contained system to deliver all the Soda Ash in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by the City or Participating Public Agency).

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF.

7. All appurtenant valves, pumps, and discharge hoses used for the delivery of Soda Ash shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

9. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

10. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iii. For Sodium Bisulfite

Note: These specifications are for 37.5-40% liquid sodium bisulfite.

a. General

1. All deliveries of liquid sodium bisulfite must conform to the specifications of this contract. All quality specifications apply to the product transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. The Contractor(s) shall measure delivery quantities as the total weight of product (solution) delivered in pounds. The Contractor(s) shall bill by weight of $NaHSO_3$ in pounds. The Contractor(s) shall calculate the weight of $NaHSO_3$ in each shipment as follows:

   A. wt. of $NaHSO_3$ in shipment, in lb = (shipment wt., in lb)($NaHSO_3$, in % by wt.)
   B. cost of shipment, in $ = (wt. of $NaHSO_3$ in shipment, in lb)(cost of $NaHSO_3$, in $/lb of $NaHSO_3$)

3. The Successful Supplier(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

   A. Date of delivery
   B. Gross weight of delivery vehicle and product in pounds
   C. Tare weight of delivery vehicle in pounds
   D. Net weight of product in the delivery vehicle in pounds

   The City or Participating Public Agency shall assume the weight of the product (solution) delivered (transferred to the City or Participating Public Agency) is equal to net weight of the product in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of product from the delivery vehicle to the City's or Participating Public Agency's storage vessels.

   All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

4. The Contractor shall submit invoices to the City or Participating Public Agency that include the following:

   A. Date of delivery
   B. The weight of product (solution) delivered in pounds
   C. The weight of percentage of $NaHSO_3$ in the solution delivered
   D. Calculation of the weight of $NaHSO_3$ in the shipment, in pounds
   E. Calculation of the cost of the shipment, in dollars

5. Offeror(s) shall bid unit and extended costs in $/lb of $NaHSO_3$

b. Chemical Composition/Impurities

1. The liquid sodium bisulfite shall be clear and shall contain less than or equal to .5% insoluble matter by weight.

2. 37.5-40% liquid sodium bisulfite, the liquid sodium bisulfite shall contain 37.5% to 40% sodium bisulfite (23.1% to 24.69% available sulfur dioxide) by weight. The specific gravity of the liquid sodium bisulfite shall be 1.307 to 1.330 (at 60 °F).

3. The liquid sodium bisulfite shall contain less than or equal 2% sodium sulfate by weight.

4. The liquid sodium bisulfite shall not contain any impurity in sufficient quantities that causes or may cause, by the normal usage of the liquid sodium bisulfite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.

5. The liquid sodium bisulfite shall not contain any foreign matter that may damage the City's or Participating Public Agency's equipment or facility. This includes foreign matter that may be present as a result of shipment or transfer from the Contractor's equipment. The Contractor shall reimburse the City or Participating Public Agency for any damages or costs incurred from such foreign material.

6. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the liquid sodium bisulfite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

Impurity	**Maximum concentration in mg/L**	**Maximum reporting detection limit in mg/L**
Total antimony	75	15
Total arsenic	50	10
Total barium	1000	200
Total beryllium	50	10
Total boron	75	15
Total cadmium	2	0.4
Total chromium	20	4
Total copper	4	0.8
Total iron	50	10
Total lead	1	0.2
Total manganese	40	8
Total mercury	0.01	0.002
Total molybdenum	2	0.4
Total nickel	10	2
Total selenium	3	0.6
Total silver	10	2
Total thallium	10	2
Total zinc	30	6

7. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity level to the existing listings as is required to meet all permit limits and water quality standards.

8. Notwithstanding any other requirements of this specification, impurities in the liquid sodium bisulfite shall be limited as follows:

9. Any water used to make up the liquid sodium bisulfite must contain less than 20 µg per chlorate/L.

10. The Contractor(s) shall ensure all loads of the liquid sodium bisulfite meet the requirements of Items H) and I) above. Before the initial delivery, the Contractor(s) shall sample the liquid sodium bisulfite from a typical lot and determine all the constituents listed in Item I) and specific gravity. The sampling shall conform to industry standard practices. The analytical laboratory and their sample preparation and analysis methods must be acceptable to the City or Participating Public Agency. The reporting units and maximum analytical reporting detection limits are listed in Item H) above.

11. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the typical product (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the liquid sodium bisulfite contain less than 20 µg per chlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or the Contractor(s) may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

12. The Contractor(s) shall complete the sampling and analysis processes described above in Items J) and K) once per calendar quarter during the life of the contract. The requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each report to the City or Participating Public Agency on or before the last day of each calendar quarter.

13. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

14. The liquid sodium bisulfite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

c. Certificate of Analysis/Certificate of Conformance.

1. The Contractor(s) shall submit a certificate of analysis to the City or Participating Public Agency for and with each delivery. The certificate shall contain the following lot-specific information:

   A. Production lot or batch number
   B. Date of manufacture
   C. Specific gravity

D. Sodium bisulfite, in % $NaHSO_3$, and % available SO_2, by weight
E. Sodium sulfate, in % Na_2SO_4, by weight
F. Insoluble matter, in %, by weight
G. Date(s) of analyses

2. Failure to supply the required certificates shall be sufficient cause to reject the load. Failure to meet the specifications listed in Chemical Composition/Impurities, Item B above, shall also be sufficient cause to reject the load.

3. An Offeror responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the certificates in their proposal price.

d. Delivery Logistics

1. The Contractor(s) shall ship the liquid sodium bisulfite to the City or Participating Public Agency as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of liquid sodium bisulfite delivered in pounds. The City or Participating Public Agency shall assume the weight of the liquid sodium bisulfite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the liquid sodium bisulfite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of liquid sodium bisulfite from the delivery vehicle to the City's or Participating Public Agency's storage tanks.
5. The liquid sodium bisulfite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of liquid sodium bisulfite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the liquid sodium bisulfite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the liquid sodium bisulfite is delivered.

10. The City or Participating Public Agency reserves the right to subject samples of the liquid sodium bisulfite to analysis to determine if the liquid sodium bisulfite meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

    If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming liquid sodium bisulfite, the Contractor shall remove and replace any and all non-conforming liquid sodium bisulfite within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the liquid sodium bisulfite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iv. For Sodium Hypochlorite

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hypochlorite meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hypochlorite transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall submit unit cost in $/gallon as part of their proposal.

3. The Offeror(s) shall bill by the gallon weight of NaOCl (dry) delivered in pounds. The Offeror(s) shall calculate the volume weight of NaOCl (dry) (gallons) delivered in each shipment, and the extended cost of each shipment as follows:

    A. vol. of Liq. Sod. Hypo., in gal = (wt. of Liq. Sod. Hypo., in lb)/(density of the Liq. Sod. Hypo., in lb/gal)
    B. cost of shipment, in $ = (vol. Liq. Sod. Hypo. in ship., in gal)(unit cost of Liq. Sod. Hypo., in $/gal)wt. of NaOCl in ship., in lb = (wt. of Liq. Sodium Hypo. in ship., in lb)(NaOCl conc., in % by wt.)
    C. cost of shipment, in $ = (wt. of NaOCl in shipment, in lb)(unit cost of NaOCl, in $/lb of NaOCl)

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

   A. date of delivery
   B. bill of lading number, or other mechanism to definitively link the invoice to a delivery.
   C. the weight of liquid sodium hypochlorite delivered in pounds.
   D. calculation of the volume of liquid sodium hypochlorite in the shipment (weight percentage of NaOCL in the liquid sodium hypochlorite delivered).
   E. calculation of the cost of the shipment in pounds.

b. Compliance with Standards

   1. The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

   2. The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

   3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the Contractor shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

   4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

   1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agencies of any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

   2. The Liquid Sodium Hypochlorite shall be clear.

   3. The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below.

Parameter	Minimum
g of available chlorine/L	143 g/L
available chlorine trade (volume) percent	14.3%
available chlorine weight percent	11.9%
g sodium hypochlorite/L,	150 g/L

Parameter	Minimum
sodium hypochlorite weight percent	12.5%

4. The Liquid Sodium Hypochlorite shall meet the conditions in the following table:

Parameter	Condition
total free alkali, expressed as NaOH, by weight	0.25 to 0.75%
pH, in pH units	11 to 13
specific gravity, at 20 °C	1.18 to 1.23

Note: Free alkali, excess caustic, and free alkalinity are synonyms.

5. The Liquid Sodium Hypochlorite shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Sodium Hypochlorite shall not contain any impurity in sufficient quantities that causes or may cause, by the City's normal usage of the Liquid Sodium Hypochlorite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of the contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hypochlorite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Sodium Hypochlorite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, impurities in the Liquid Sodium Hypochlorite shall be limited as follows:

Impurity	Maximum Concentration in mg/L	Maximum Reporting Detection Limit in mg/L
total antimony	25	5
total arsenic	20	4
total barium	350	70
total beryllium	20	4
total boron	25	5
total cadmium	0.5	0.1

total chromium	5	1
total cobalt	0.25	0.10
total copper	0.1	0.05
total iron	1	0.2
total lead	0.5	0.1
total manganese	0.75	0.15
total mercury	0.01	0.002
total molybdenum	1	0.2
total nickel	0.25	0.1
total selenium	1	0.2
total silver	2.5	0.5
total thallium	2.5	0.5
total zinc	10	2
Impurity	**Maximum Concentration**	**Maximum Reporting Detection Limit**
chlorate	3 g/L	1 g/L
water-insoluble matter	0.15%, by wt.	0.05%, by wt.

9. The City or Participating Public Agency reserves the right to add other specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the Liquid Sodium Hypochlorite must contain less than 20 μg of perchlorate/L.

11. Before the initial delivery, the Contractor shall sample the Liquid Sodium Hypochlorite from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. sodium hypochlorite, in % NaOCl, by weight
    D. total free alkali (excess caustic), expressed as NaOH, in %, by weight
    E. pH, in pH units
    F. specific gravity, at 20 °C
    G. all of the impurities cited in Item I above, and
    H. dates of analyses

    Note: The reporting detection limit for each impurity must be less than or equal to the maximum reporting detection limit listed in the table.

12. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Sodium Hypochlorite (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Sodium Hypochlorite contained less than 20 μg

perchlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.

14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City of Participating Public Agency):

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.
   F. Number of gallons

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Certificate shall contain the following lot-specific information:

   A. production lot number,
   B. date of manufacture,
   C. sodium hypochlorite, in % NaOCl, by weight
   D. total free alkali (excess caustic), expressed as NaOH, by weight
   E. specific gravity, at 20 °C
   F. temperature of the delivered Liquid Sodium Hypochlorite, in °F, and
   G. date of Certificate

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their price submitted as part of their proposal.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hypochlorite to the City as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The temperature of the Liquid Sodium Hypochlorite upon delivery must be less than or equal to 80°F. The Contractor(s) shall measure the temperature of the product delivered just prior to, or during, transfer in to the City's or Participating Public Agency's storage vessels. The Contractor(s) shall hand write the measured temperature on the Certificate of Analysis or Conformance discussed above. The Contractor(s) shall initial and date the recorded temperature.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hypochlorite delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hypochlorite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hypochlorite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hypochlorite from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

6. The Liquid Sodium Hypochlorite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hypochlorite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor9s) shall not use the City's or Participating Public Agency's equipment (unless noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

9. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public

Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hypochlorite is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hypochlorite to analysis to determine if the Liquid Sodium Hypochlorite meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hypochlorite, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hypochlorite within 24 hours of being notified without additional cost to the City. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hypochlorite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

f. Quantity

1. The expected annual quantity of Liquid Sodium Hypochlorite, and average number of deliveries expected per month are indicated in table below.

Location	Expected Quantity, Gallons/yr	Expected Quantity, lb of sol./yr	Expected Quantity, lb of NaOCl/yr	Delivery Sites at Location	Average Delivery Freq., Number/Month
WPCF	1,600,000	16,000,000	2,000,000	10	28
BMWRC	40,000	400,000	50,000	1	2
DHWRC	160,000	1,600,000	200,000	1	2
totals	1,800,000	18,000,000	2,250,000		

Notes: Calculations assuming specific gravity of 1.20 and 12.5% sodium hypochlorite by weight.

v. For Sodium Hydroxide

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hydroxide meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hydroxide transferred by the Contractor into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall provide unit and extended costs in $/lb of Na_2O (76% basis) as part of their response.

3. The Contractor(s) shall bill by weight of Na_2O (76% basis) delivered in pounds. The Contractor(s) shall calculate the weight of Na_2O (76% basis) delivered in each shipment, and the extended cost of each shipment as follows:

A. wt. of Na_2O in shipment = (shipment wt., in lb)(Na_2O, in % by wt.)
B. wt. of Na_2O (76% basis) in shipment = (wt. of Na_2O in shipment)/0.76
C. cost of ship., in $ = [wt. of Na_2O (76% basis) in ship., in lb][cost of Na_2O, in $/lb of Na_2O (76% basis)]

Note: Na_2O shall be determined as described in latest revision of the American Water Works Association's Standard ANSI/AWWA B501, Sodium Hydroxide.

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery
B. the weight of product (solution) delivered in pounds
C. the weight percent of Na_2O in the solution delivered
D. calculation of the weight of Na_2O delivered
E. calculation of the weight of Na_2O (76% basis) delivered
F. calculation of the cost of the shipment, in dollars
G. calculation of the weight percent of NaOH in the solution delivered

b. Compliance with Standards

1. The Liquid Sodium Hydroxide shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B501, Sodium Hydroxide, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B501 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

2. The Liquid Sodium Hydroxide shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hydroxide is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City of Participating Public Agency of any changes in the manufacturing of the Liquid Sodium Hydroxide that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Liquid Sodium Hydroxide provided shall contain approximately 22 percent sodium hydroxide (NaOH) by weight. The acceptable range of concentrations supplied will be 20 - 25 percent sodium hydroxide by weight. The following data are applicable:

	NaOH, in % by wt.	**Na_2O, in % by wt.**	**Specific Gravity at 20 °C**
Minimum	20	15.5	1.219
Target	22	17.0	1.240
Maximum	25	19.4	1.273

3. The Liquid Sodium Hydroxide shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

4. The Liquid Sodium Hydroxide shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Sodium Hydroxide, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hydroxide supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

5. The Liquid Sodium Hydroxide supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency storage vessels.

6. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels as required to meet all permit limits and water quality standards.

7. Any water used to make up the Liquid Sodium Hydroxide must contain less than 20 μg of perchlorate/L.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hydroxide in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hydroxide in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate which shall contain the following lot-specific information:

   A. production lot or batch number
   B. specific gravity, at 20 °C
   C. Na_2O, in %, by weight, determined as described in ANSI/AWWA Standard B501
   D. NaOH, in % by weight, calculated from % Na_2O
   E. date of Certificate

   Note: NaOH, in % by wt. = (1.291 lb NaOH/lb Na_2O)(Na_2O, in % by wt.) Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

3. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the Certificates in the price provided in their proposal.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hydroxide to the City as a “bulk” liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall make any necessary dilutions at external sites such that a homogeneous, well-mixed product is delivered to the City and Participating Public Agencies.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hydroxide delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hydroxide delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hydroxide in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hydroxide from the delivery vehicle to the City’s or Participating Public Agency’s storage tanks.

6. The Liquid Sodium Hydroxide shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a “quick connect” to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hydroxide shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hydroxide in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

9. The driver must follow all the City's or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hydroxide is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hydroxide to analysis to determine if the Liquid Sodium Hydroxide meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hydroxide, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hydroxide within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hydroxide and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

2. POLYMERS – LIQUID AND DRY

A. GENERAL REQUIREMENTS

These requirements are a broad for the City and Participating Public Agencies utilizing the Master Agreement. Contractors(s) who can and will provide Polymers – Liquid and Dry will be required to adhere to all applicable Terms and Conditions required by statutes, as well all rules and regulations governing the purchase, delivery and use of this commodity utilizing Participating Public Agencies.

i. Contractors(s) warrant that polymer chemicals provided as a result of this RFP:

a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals

b. Conform to the general chemical specifications contained herein

c. Are suitable for public drinking water supply and/or waste water treatment

d. Are free from adulterants or impurities of any kind, and

e. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

ii. If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the City or Participating Public Agency, then the Contractor shall at no additional cost to the City or Participating Agency, promptly replace with item that meets specifications.

iii. Contractor(s) understand and acknowledge that the City and Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City or Participating Public Agencies ability to provide timely services, which may affect the health and welfare of the public. In the event of product shortages at any level of production to delivery chain, Contractor(s) agree and affirm that the Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City or Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations

iv. The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specific in this paragraph or elsewhere in this solicitation shall constitute a breach of contract.

v. The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the agency specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Contractor(s) is/are unable to promptly furnish the chemical of the acceptable quality; the City or Participating Public Agency will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agency will be charged to the Contractor(s) either as a credit against an outstanding invoice or billed to the Contractor(s) for immediate payment.

B. DELIVERY

i. The City and Participating Public Agency will establish its own delivery schedule based upon its own requirements and the Contractor(s) specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or Participating Public Agency. The City and Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed

to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

ii. If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all delivers shall be between the designated hours at the City or Participating Public Agency for that code status. All Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

iii. The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the city or Participating Public Agency. Failure to deliver at time specified, or as amended in writing by the City or Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract.

iv. Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery.

v. All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

a. Contractor(s) Name
b. Purchase Order and Call Order Number (release number)
c. Date of Delivery and Date of Order
d. Materials Furnished
e. Quantity, unit price and extension of each item, and total in accordance with the contract
f. Name of authorized representative ordering supplies

vi. A Contractor's delivery ticket will be signed in duplicate by the Contractor designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall fax a copy of the driver's license, and a chemical shipping itinerary sheet which must include the manifest numbers and above referenced information.

vii. The City and Participating Public Agencies have the right to refuse delivery if chemical packaging is damage, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

viii. All chemicals will be delivered F.O.B. delivered as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.

C. MSDS REPORTS

The following MSDS related documentation must be furnished to the City or each Participating Public Agency upon request:

i. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.

ii. National Sanitation Foundation certification for the quoted chemical

iii. Chemical certificate of analysis for all chemicals

D. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be a comprehensive overview of the chemicals that will be covered under the Master Agreement. The City or Participating Public Agency specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Polymers, Liquid and Dry

Some polymer properties desired in this product are:

a. High molecular weight
b. Chlorine resistant
   1. Change density not pH sensitive. Supplied in liquid form
   2. Reduces or eliminates the need for inorganic flocculent chemicals
   3. Forms an easily dewatered sludge
   4. Specific gravity equal or near to water (s.g.=1.00)
   5. Water soluble
   6. Approved by NSF for drinking water at application rate up to 62 ppm in the influent water
   7. Ability to be fed full strength, or diluted in-line to the point of application
   8. Evaluation of the polymer's ingredients under OSHA's Hazard Communication Rule 29 CFR 1910.1200 demonstrating none of the ingredients hazardous
   9. Free from monomers
   10. Non-TTHM forming upon being chlorinated, at concentrations encountered in normal water purification

Contractor(s) must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

3. Additional Water Treatment Products and Services

A. An Offeror may submit and respond with any other products or services related to Water Treatment Products and Services.

4. Complete Product and Service Offering/Balance of Line

1. Each Contractor awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Water Treatment Chemicals & Polymers for all products and services they can provide. Pricing for complete product and service offering/balance of line items

will be determined by a percentage discount off the Contractor's standard pricing or product list. The pricing percentage discount offered must be entered as part of the Price Proposal section of the Offeror's response.

INSTRUCTIONS TO OFFERORS

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
For purposes of this solicitation and subsequent contract, the following definitions shall apply:
City: The City of Tucson, Arizona
Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.
Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.
Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.
Director of Business Services: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.
May: Indicates something that is not mandatory but permissible.
Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.
Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.
Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and submitting the document through the City's online bidding system by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. **PREPARATION OF PROPOSAL:**
   A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
   B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
   C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
   D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. **PROPOSAL/SUBMITTAL FORMAT:** A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to held as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. **The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document, and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
    A. The submission of the offer did not involve collusion or other anti-competitive practices.
    B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
    C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
    D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. **WHERE TO SUBMIT PROPOSALS:** Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

    Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

15. **LATE PROPOSALS:** Late proposals will be rejected.

16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by logging into the City's online bidding system and withdrawing the proposal they submitted. Telephonic or oral withdrawals shall not be considered.

18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. **TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

20. **CONTRACT NEGOTIATIONS**: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

21. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on "Vendors" and then by clicking on "Vendor Registration." Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

22. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

23. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

24. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
    (1) waive any immaterial defect or informality; or
    (2) reject any or all proposals, or portions thereof; or
    (3) reissue the Request for Proposal.

    A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Business Services and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

25. PROPOSAL RESULTS: The name(s) of the successful offeror(s) will be posted on the Business Services Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

26. PROTESTS: A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Proposal shall be received at the Business Services Department t not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;
B. The signature of the protestant or its representative;
C. Identification of the Request for Proposal or Contract number;
D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach & Capacity

B. Qualifications & Experience

C. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach & Capacity

1. Provide a response to the national program.

   1.1. Include a detailed response to Attachment B, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

   1.2. Contractor(s) will be required to sign Attachment B, Exhibit B, OMNIA Partners Administration Agreement. An Offeror responding to this solicitation should have any reviews required to sign the document prior to submitting a response. All Offeror's responses should include any proposed exceptions to the OMNIA Partners Administration Agreement.

2. In addition to Attachment B, Offeror's should provide responses to the below with their submission:

   2.1. Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States.

   2.2. Discuss balance of line products and services offered to provide comprehensive water treatment chemicals & polymers.

3. Product and Service

   3.1. Indicate the products and services being offered as a response to this solicitation.

   3.2. Provide a detailed written response illustrating how the products and services offered will meet the needs of the City and a Participating Public Agency. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation.

   3.3. Describe other products and/or services you offer that would be applicable to this contract.

   3.4. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.

   3.5. Describe approach for identifying water treatment chemicals and/or polymers specific to each using entity.

4. Orders, Invoices, and Delivery

   4.1. Describe your ordering capacity (telephone, fax, internet, etc.) and ordering methods (online ordering, order tracking, search options, order history).

   4.2. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

4.3. Describe your delivery commitment:

4.3.1. How will you meet the standard deliver requirement for agencies utilizing the agreement?

4.3.2. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

5. Reporting

5.1. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.

B. Qualifications & Experience

1. Summarize your experience in providing water treatment chemicals, polymers (liquid and dry), and/or other water treatment products and services as applicable to your response to this solicitation.

2. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

3. Provide a listing of key personnel who may be assigned to the City's contract and also include key personnel who will be responsible for working with Participating Public Agency's outside of the City of Tucson. Include their title within your organization and the description of the type of work they may perform.

4. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified.

5. Please submit any additional information that I is applicable to your qualifications and experience.

C. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein for products and services being offered as part of your response. If only responding to part of the products and services indicated in this solicitation, indicate not applicable where necessary.

1.1. Special Offers/Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Successful Offeror(s) may conduct sales promotions involving price reductions for a specified lesser period. Successful Offeror(s) may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the contract term and such lower pricing shall not be applied as a global price reduction under the contract.

1.2. Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Successful Offeror(s) is/are subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

2. Pricing

The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

2.1. If responding to the Water Treatment Chemicals portion of this solicitation:

2.1.1. Complete the Price Page.

2.1.2. Propose a plan to adjust pricing as market conditions change. As applicable, the plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

2.1.3. Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.

2.1.4. Provide any additional details related to Price as needed.

2.2. If responding to the Polymers (Liquid and Dry) portion of this solicitation:

2.2.1. Identify the objective verifiable pricing index to be used. This must be submitted with the proposal.

2.2.2. Provide pricing based on base chemical pricing and freight schedules that will be applied nationally and be verifiable by utilizing agencies.

2.2.3. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

2.2.4. Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.

2.2.5. Provide any additional detailed related to Price as needed.

2.3. If responding to the Additional Water Treatment Products and Services and/or providing a Complete Product and Service Offering/Balance of Line portion of this solicitation:

2.3.1. Provide details of and propose additional discounts (including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.).

2.3.2. Describe how products and services being offered will be priced.

2.3.3. Provide any additional detailed related to Price as needed.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

4. Cooperative Purchasing Program: Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. (See Paragraph 1 of the Special Terms and Conditions section.) Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

_____Yes _____No If yes, state proposed percentage: _____%

5. Will payment be accepted via commercial credit card? _____Yes _____No
   a. If yes, can commercial payment(s) be made online? _____Yes _____No
   b. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
   c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
   d. If "no" to above, will consideration be given to accept the card? _____Yes _____No

5. Does your firm have a City of Tucson Business License? _____Yes _____No
   If yes, please provide a copy of your City of Tucson Business license.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on all of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

CITY OF TUCSON

Method of Approach & Capacity
1. Provide a response to the national program.

1.1. Include a detailed response to Attachment B, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners. See response in Omnia section.

1.2. Contractor(s) will be required to sign Attachment B, Exhibit B, OMNIA Partners Administration Agreement. An Offeror responding to this solicitation should have any reviews required to sign the document prior to submitting a response. All Offeror's responses should include any proposed exceptions to the OMNIA Partners Administration Agreement. Thatcher will sign and provide edits (if any).

2. In addition to Attachment B, Offeror's should provide responses to the below with their submission:

2.1. Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States
Thatcher Company, Inc. has 11 rail-served facilities located across the US; this facilitates low-cost freight for raw materials and distributed products for our customers.

Location	Rail Line Access	# of Rail Spots	# Trucks	Trailers
Salt Lake City	Utah Railway	60	32	130
Henderson, NV	UP	12	6	18
Sparks, NV	UP	7	3	10
Vernal, UT	None	0	5	3
Buckeye, AZ	UP	7	2	8
Farmington, NM	None	0	2	2
Missoula, MT	Montana Rail Link	4	0	0
Glendive, MT	BNSF	20	8	27
Sacramento, CA	BNSF	20	5	12
Stockton, CA	UP	14	7	39
Williamson, NY	OMID	12	6	10
Deland, FL	CSX	7	3	3
Palmetto, FL	CSX	7	1	1
Riverton, WY	None	0	2	2
Twin Falls ID	None	0	2	2

2.2. Discuss balance of line products and services offered to provide comprehensive water treatment chemicals & polymers. See 3.1

3. Product and Service

3.1. Indicate the products and services being offered as a response to this solicitation.
Thatcher Company, Inc. has a full line of manufactured and distributed water treatment products to solve all of your water treatment requirements. This includes water clarification, filtration, contaminant removal to minimize THMs/HAAs, disinfection, oxidation of non-desired inorganics, chlorine destruction, corrosion and sequestering. In addition, Thatcher Company, Inc. produces and distributes numerous wastewater technologies that address most of the typical wastewater needs to include TSS reduction, phosphate removal, metals removal, oxidation, BOD/COD reduction and other critical applications. Thatcher Company, Inc. also maintains technical service to support the mechanical, operational and chemical feed and control of all water chemistries in order to optimize your cost to treat.

3.2. Provide a detailed written response illustrating how the products and services offered will meet the needs of the City and a Participating Public Agency. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation.
Thatcher Company, Inc. produces and distributes all products below to meet UL/NSF ANSI 60 with multiple back-up production locations to support Tucson.

- Aluminum Sulfate-Largest alum producer in Arizona
- Soda Ash-Distribute over 25,000 tons annually in bulk and package
- Sodium Bisulfite-Producer of 25% and 40% sodium bisulfite
- Sodium Hypochlorite-producer of low alkaline hypochlorite
- Sodium Hydroxide-distributor to sodium hydroxide for pH control
- Anhydrous Ammonia-Packaging capability of anhydrous ammonia for chloramine formation
- Ammonium Hydroxide-Producer of ammonium hydroxide
- Chlorine-Largest packager of chlorine in the West
- Copper Sulfate-Distributor of copper sulfate with local warehouse capability
- Ferric Sulfate-Producer of ferric sulfate at 3 manufacturing facilities
- Fluorosilicic Acid-Distributor with railcar economics and supply chain
- Hydorfluosilicic Acid- Distributor with railcar economics and supply chain
- Polyaluminum Chloride-Regional producer of all aluminum coagulants
- Polyaluminum Hydroxychlorosulfate-Regional producer
- Polyphosphate-Producer of potable corrosion inhibitors and sequestering aids
- Potassium Permanganate-Distributor with local warehouse capability
- Powdered Activated Carbon-Distributor with dedicated support from manufacturer
- Sodium Hexametaphosphate-Producer of SHMP for drinking water applications
- Sulfur Dioxide-Regional packager of SO2
- Sulfuric Acid-Distributor with railcar economics and supply chain
- Zinc Orthophosphate- Producer for drinking water applications
- Citric Acid-Distributor
- Methanol-Largest distributor of methanol on the West Coast to municipalities

3.3. Describe other products and/or services you offer that would be applicable to this contract
In addition to the chemicals outlined in the RFP, Thatcher Company, Inc. supports municipalities with a carbon source such as methanol or glycerin to enhance denitrification in your waste treatment process.

3.4. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.
Thatcher Company, Inc. provides the following training opportunities for customers as required:

- Product Hazard Identification, SDS and basic safety requirements for safe handling of chemicals
- Chlorine safety, A/B Kit installation, emergency preparedness and regional HAZARD response team
- Basic water and wastewater chemistry overview to properly utilize chemicals
- Basic water treatment concepts for drinking water and wastewater
- Product optimization to minimize cost to treat

3.5. Describe approach for identifying water treatment chemicals and/or polymers specific to each using entity.

- Chemistry selection starts with the end state desired to meet regulatory requirements. As regulations, water quality and demand often change, product selection may need to change as well.

- Water treatment is a combination of mechanical, operational and chemical variables in order to meet compliance; it is never just the chemistry. Understanding these mechanical and operational impacts on performance is critical.
- As there are likely several chemistries that can meet regulatory requirements, we then look for technologies, equipment, feed points and other chemistries that might lower the cost to treat.
- Further government regulations often require a competitive RFP, so this information is provided to Engineering to allow for competitive proposals.

4. Orders, Invoices, and Delivery

4.1. Describe your ordering capacity (telephone, fax, internet, etc.) and ordering methods (online ordering, order tracking, search options, order history).
We accept and process orders in the format desired by our customers including telephone, fax, internet etc. Our customer service verifies and tracks each order. Order history and customized reporting is available based upon customer request. No capacity issues.

4.2. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?
We invoice in the manner requested by our customers. Electronic, summary, hard copy – customer choice.

4.3. Describe your delivery commitment:

4.3.1. How will you meet the standard deliver requirement for agencies utilizing the agreement?
See 2.1. Thatcher Company, Inc. also employs common carrier delivery options where it provides an advantageous cost/performance value proposition.

4.3.2. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.
- Customer ordering wrong product-we ask customer to pay for freight for the failed delivery.
- Thatcher Company, Inc. shipping defective or wrong product-Thatcher responsible for curing the situation and shipping product in specification at no additional cost to customer.
- Thatcher Company, Inc. is a privately owned company and focused on customer satisfaction; we do not have investors managing practices that are not in the best interest of the customer.

5. Reporting

5.1. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.
Thatcher Company, Inc. will submit to the City of Tucson the same reporting document we have submitted to Omnia/NIPA for over 10 years (see Omnia exhibit E). If the City of Tucson would like reporting in a different format or contain other specific information we will provide as requested.

B. Qualifications & Experience
1. Summarize your experience in providing water treatment chemicals, polymers (liquid and dry), and/or other water treatment products and services as applicable to your response to this solicitation
Thatcher Company, Inc. produces and sells over $150M in water treatment chemistries throughout the US. Eleven locations maintain UL/NSF/ANSI 60 certification and one facility is Pharmaceutical/GMP/FDA certified for pharmaceutical products.

2. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

City of Chandler, Purchasing

Mike Mandt

Mail Stop 901, PO Box 4008

Chandler, AZ 85244-4008

Phone 480.782.2406

Fax 480.782.2410

michael.mandt@chandleraz.gov

City of Scottsdale, Plant Manager

Jason Petra

John Horta

16800 N. Greenway Hayden Loop

Scottsdale, Arizona 85255

480-312-8735 Office

480-341-5007 Cell

JPetra@scottsdaleaz.gov

JHorta@Scottsdaleaz.gov

City of Tempe Public Works

Bryan Cassens

Plant Operations Manager

Public Works/Water Utilities/Plant Operations

480.350.2853 (Office)
480.797.7752 (Cell)
bryan_cassens@tempe.gov

Town of Gilbert, AZ

Paula Nitti

Contract Analyst II

50 East Civic Center Drive | Gilbert, AZ 85296

Work: 480-503-6769
Email: Paula.Nitti@gilbertaz.gov

City of Mesa, AZ

Cheryl Noll | Purchasing

Procurement Specialist

City of Mesa | PO Box 1466, Mesa, AZ 85211-1466

3. Provide a listing of key personnel who may be assigned to the City's contract and also include key personnel who will be responsible for working with Participating Public Agency's outside of the City of Tucson. Include their title within your organization and the description of the type of work they may perform.
Robert Dubel – Major Account Manager: Agency support for Arizona and Omnia contract interface.
Ron Henricksen – Vice President Sales: National Omnia contract coordination outside of Arizona.
Mike Mitchell – National Water Treatment Manager: Technical and contractual support

4. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified. No specific certifications. Our effectiveness is evident by the breadth of agencies using our water treatment products.

5. Please submit any additional information that l is applicable to your qualifications and experience.

C. Price Proposal

1.Provide price proposal as requested on the Price Page attached herein for products and services being offered as part of your response. If only responding to part of the products and services indicated in this solicitation, indicate not applicable where necessary. Price proposal completed

2. Pricing
The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award. Please review our Price Change Process submittal.

2.1 If responding to the Water Treatment Chemicals portion of this solicitation:

2.1.1 Complete the Price Page. Completed

2.1.2. Propose a plan to adjust pricing as market conditions change. As applicable, the plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.
Please review our Price Change Process submittal.

2.1.3. Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.
Thatcher Company, Inc. will provide discounts based on full truckload purchases; freight will be equalized based on the weight purchased.

2.1.4. Provide any additional details related to Price as needed.

2.2 If responding to the Polymers (Liquid and Dry) portion of this solicitation:

2.1.1 Identify the objective verifiable pricing index to be used. This must be submitted with the proposal.
Polymer pricing will be very simple; annual pricing will be provided once/year and adjusted annually based on market conditions.

2.2.2 Provide pricing based on base chemical pricing and freight schedules that will be applied nationally and be verifiable by utilizing agencies.
Thatcher Company, Inc. utilizes the US Energy Information Administration data in providing annual freight rates.www.eia.gov

2.2.3 Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

Thatcher Company, Inc. is willing to provide annual pricing guarantees for polymer purchases for this contract.

2.2.4 Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.
Thatcher Company, Inc. will provide discounts based on full truckload purchases; freight will be equalized based on the weight purchased.

2.2.5 Provide any additional detailed related to Price as needed.
Thatcher Company, Inc. will provide price increase letters from suppliers to document any price changes during the life of the contract.

If responding to the Additional Water Treatment Products and Services and/or providing a Complete Product and Service Offering/Balance of Line portion of this solicitation:

2.3.1. Provide details of and propose additional discounts (including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.).
Thatcher Company, Inc. will provide discounts based on full truckload purchases; freight will be equalized based on the weight purchased.

2.3.2. Describe how products and services being offered will be priced.
Current pricing will be a cost plus model with freight cost consuming between 10-40% of the total cost to deliver.

2.3.3. Provide any additional detailed related to Price as needed.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by 0%, if payment is made within 30 days. These payment terms shall apply to all purchases and to all payment methods.

4. ~~Cooperative Purchasing Program: Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. (See Paragraph 1 of the Special Terms and Conditions section.) Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?~~

~~_____Yes _____No If yes, state proposed percentage: _____%~~

5. Will payment be accepted via commercial credit card?__Yes No X

a. If yes, can commercial payment(s) be made online?__Yes_____XNo
b. Will a third party be processing the commercial credit card payment(s)?____Yes_X____No
c. If yes, indicate the flat fee per transaction $_____(as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
d. If "no" to above, will consideration be given to accept the card? X_____Yes_____No
We can discuss. Our fee for credit card transactions is 2.65%

5. Does your firm have a City of Tucson Business License?___XYes_____No If yes, please provide a copy of your City of Tucson Business license. Copy of business license provided

Omnia

3.0 SUPPLIER RESPONSE
Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Thatcher Company, Inc. is a diversified chemical manufacturer and distributor. The company was founded in 1967 and has grown to be a major chemical supplier. Today, Thatcher Company, Inc. employs more than 500 people, with headquarters in Salt Lake City, Utah. Thatcher Company, Inc. was awarded the first chemical cooperative agreement over 10 years ago through the City of Las Vegas and National IPA.

Thatcher Company of Arizona, Inc. has been supplying to municipal plants in the Phoenix area for over fourteen years. We use a combination of rail car and truck delivery to the Buckeye plant. located at Thatcher Company of Arizona, Inc., 6321 Rainbow Road, Buckeye, Arizona 85326.

RESEARCH– DEVELOPMENT TECHNICAL SUPPORT

A fully staffed and state of the art laboratory is located in Salt Lake City, UT. The technical staff is made up of Ph.D. and B.S. degreed Chemists and Chemical engineers, with many years of experience in the areas of quality control, research, product development and technical support. Laboratory equipment includes inductively coupled plasma spectrophotometer, gas chromatograph, infrared spectrophotometer and other state of the art analytical equipment.

TRANSPORTATION

Thatcher Transportation has a fleet of 70 tractors and over 250 specialized trailers to accommodate the varied requirements of any chemical user. All Thatcher Transportation drivers are experienced and well trained to provide a safe error free delivery. Our fleet of Rocky Mtn. doubles allows several different trailer combinations to provide the lowest freight cost possible cost in a safe error free delivery.

CORE VALUES

Thatcher Company, Inc. lives by seven fundamental Core Values which are heavily implemented and are required to be followed. These Core Values represent how each member of Thatcher Company, Inc. strives to conduct themselves every day, for not only the benefit of the company but also for the community.

1) SAFETY AND ENVIRONMENT: We will not act unless it is safe & environmentally sound.

2) INTEGRITY: We are accountable for our actions and hold ourselves to the highest ethical standards.

3) CUSTOMER FOCUS: We operate with a disciplined commitment to quality and to perform all actions right the first time. We are committed to every customer's success.

4) EMPLOYEE SUCCESS: We aim to attract, develop and retain the best employees, empowering them to succeed.

5) CONTINUOUS IMPROVEMENT: We value innovation and creativity, as well as proactively seeking to improve all aspects of our business.

6) WIN-WIN RELATIONSHIPS: We promote secure and enduring relationships.

7) STABILITY: We maintain a long-term view of our business.

Thatcher Company, Inc. does not act unless it is safe & environmentally sound. With an excellent safety record, we strive to maintain, we meet all safety and security requirements in delivery of all product.

B. Total number and location of sales persons employed by Supplier.

THATCHER COMPANY - UTAH
1905 FORTUNE ROAD
SALT LAKE CITY, UTAH 84104

Account Managers: 8

5130 SOUTH 5400 EAST
VERNAL, UT 84078
Account Managers: 1

THATCHER COMPANY - ARIZONA
6321 SOUTH RAINBOW ROAD
BUCKEYE, ARIZONA 85326
Account Managers: 2

THATCHER COMPANY - CALIFORNIA
8625 UNSWORTH AVENUE
SACRAMENTO, CALIFORNIA 95828
Account Managers: 1

1010 INDUSTRIAL DRIVE
STOCKTON, CALIFORNIA 95206
Account Managers: 1

THATCHER COMPANY - FLORIDA
245 HAZEN ROAD - P.O. BOX 489
DELAND, FLORIDA 32720
Account Managers: 1

2905 INLAND TRANSPORT STREET
PALMETTO, FLORIDA 34221
Account Managers: 1

THATCHER COMPANY - IDAHO
333 VALLEY STREET
TWIN FALLS, IDAHO 83341
Account Managers: 3

THATCHER COMPANY - MONTANA
3200 RASER DRIVE
MISSOULA, MONTANA 59808
Account Managers: 1

THATCHER COMPANY - NEVADA

90 BUSINESS CENTER STREET
HENDERSON, NEVADA 89014
Account Managers: 1

2302 LARKIN CIRCLE
SPARKS, NV 89431
Account Managers: 1

THATCHER COMPANY - NEW MEXICO
3111 BLOOMFIELD HIGHWAY
FARMINGTON, NEW MEXICO 87401
Account Managers: 2

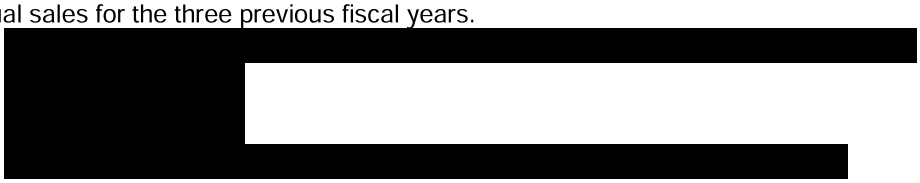
THATCHER COMPANY - NEW YORK
4135 ROUTE 104
WILLIAMSON, NEW YORK 14589
Account Managers: 3

THATCHER COMPANY - NORTH DAKOTA
2604 W. TOWNE STREET
GLENDIVE, MONTANA 59330
Account Managers: 1

C. Number and location of support centers (if applicable) and location of corporate office.

"B" lists physical locations. Headquarters is in Salt Lake City, Utah

D. Annual sales for the three previous fiscal years.



E. Describe any green or environmental initiatives or policies.

Thatcher Company, Inc. is diligent in identifying quality raw material reuse, packaging reuse and water minimization strategies to minimize our National Footprint while optimizing product performance. In addition, Thatcher Transportation, Inc. manages and rotates a fleet of energy efficient trucks to minimize the carbon footprint while reducing the amount of energy required to deliver to our customers.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.
Thatcher Company, Inc. is a minority owned company with 2/3 of the owners women and further utilizes Tier II diversity suppliers whenever the opportunities allow.

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
Thatcher Company, Inc. Diversity planning does not impact the selling price.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
Answer is "no" for questions A through E

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

In short, Thatcher Company is flexible, fast and 100% customer oriented. Even though we have experienced impressive growth over the last several years, Thatcher has maintained its humility in understanding that each customer will determine the success of our company. BASF is the largest chemical company in the world and Thatcher is the only preferred supplier for BASF that is not "international" in coverage. BASF partners with Thatcher because we are willing to take on the difficult projects and we deliver the results.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier. N/A
K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;
b. is not owned or operated by anyone who has been convicted of a felony; or
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier N/A

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

See section 3 of City of Tucson response

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Thatcher Company, Inc. has national coverage with sales, technical support, manufacturing, logistics and distribution direct from suppliers.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Participating agencies pricing will be equal to or less than the pricing offered as part of this RFQ. An audit can be conducted by comparing participating agency pricing to the contract price.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

See 3.1.B

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier' primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days. As the current Omnia contract chemical supplier, Thatcher Company, Inc. has already fully endorsed this strategy.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days. Our sales force already understands the value and power of the cooperative contract. If new chemicals are added on a national basis from our current Omnia offering, our sales force will be trained and made aware.

i. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications. Omnia (NIPA) marketing has assisted Thatcher with this in the past. We would like to announce once the new contract is awarded.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days. Agree

iii. Design, publication and distribution of co-branded marketing materials within first 90 days. Omnia (NIPA) marketing has assisted Thatcher with this in the past. We will update our materials with new contract information.

iv. Commitment to attendance and participation with OMNIA Partners at national

(i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement. Thatcher Company, Inc. has participated in the NIPG Annual Forum each year since the formation of the original contract with National IPA.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. Thatcher Company, Inc. has participated in the NIPG Annual Forum each year since the formation of the original contract with National IPA.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement. Yes – based upon return on investment

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) Yes

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

We will modify our website as requested above

ii. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements. We work with public agencies prior to formal bidding to consider the cooperative contract in place of the formal bid. We do not have other cooperative agreements.

iii. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well. Yes

iv. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

As the incumbent, our sales force is very familiar with the value of the cooperative agreement.

v. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

As the incumbent, our sales force is very familiar with the value of the cooperative agreement. Upon award of a new contract we will "relaunch" the benefits.

vi. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
Ron Henricksen (801) 718-8105
ron.henricksen@tchem.com

ii. Marketing
Ron Henricksen (801) 718-8105
ron.henricksen@tchem.com

iii. Sales - AZ
Robert Dubel (480) 248-4748
robert.dubel@tchem.com

iv. Sales Support National
Ron Henricksen (801) 718-8105
ron.henricksen@tchem.com

v. Financial Reporting
Ron Henricksen (801) 718-8105
ron.henricksen@tchem.com

vi. Accounts Payable
Richard Ence (801) 972-4587
richard.ence@tchem.com

vii. Contracts
Lori Richey (801) 972-4587
lori.richey@tchem.com

vii. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Sales force is structured by geographical assignments. Ron Henricksen (VP Sales) is

the highest level executive managing the sales force (contact information listed G)

viii. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program. Team calls and lead sharing. Continue building the relationship between Thatcher account managers and Omnia support personnel. Thatcher account managers are not commissioned for most municipal opportunities unless using the Omnia contract.

ix. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc. We have effectively managed the contract details and agency set-up over the last 10 years.

x. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. We can discuss.

xi. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions. No limitations. We use Chempax as our data management system which is common in the chemical industry.

xii. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Omnia contract sales over the last 12 months (July 2019 through June 2020) is $6,806,703. Our ability to guarantee future sales will depend upon the successful retention of our current cooperative agencies and the addition of new agencies while changing the lead agency (Las Vegas to Tucson). Further discussion required.

$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

xiii. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower

pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Our primary strategy is to use the cooperative contract to replace formal solicitations as we have been doing for the past decade. We will discount our prices lower than the standard Master Agreement if we are financially able and if a formal solicitation does not take place.

SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Business Services Department are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.mesaaz.gov/home/showdocument?id=23638 for a listing of participating agencies. The parties agree that these lists are subject to change.

   Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

   The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Business Services Department upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

3. **INSURANCE:**

   The Contractor agrees to:

   A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

   B. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

   C. Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	

Each Occurrence	$5,000,000
General Aggregate	$5,000,000
Products & Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$5,000,000
Blanket Contractual Liability	$5,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$5,000,000
III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Professional Liability (Errors & Omissions) - In addition to I, II, III	
Each Claim	$3,000,000
Annual Aggregate	$2,000,000
VI. Environmental & Hazardous Waste - In addition to I, II, III Always check with the City's Risk Manager's Office when to use this.)	
Each Claim	$3,000,000
Annual Aggregate	$3,000,000

*[1] Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. **CLAIMS MADE INSURANCE COVERAGE:** If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

E. **ADDITIONAL INSURANCE REQUIREMENTS:** All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

F. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require (10) days written notice from the contractor to the City of Tucson. Such notice shall be sent directly to the Business Services Department – Procurement Division.

G. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

H. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Business Services Department – Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

4. PRICE ADJUSTMENT: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

5. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Business Services.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Business Services. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

10. **CONTRACT AMENDMENTS:** The Business Services Department has the sole authority to:
    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified with the approval of the Business Services Department. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Business Services Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

13. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

14. **EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et.seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and

employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. **INTERPRETATION-PAROL EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. **ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

25. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

26. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

27. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

28. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

29. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

30. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

    Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

    The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

    The Contractor's payment terms shall apply to all purchases and to all payment methods.

31. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Business Services. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

32. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

33. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

    Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

    Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

34. **RIGHT TO AUDIT:** The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

    The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.
    If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such

sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract.

35. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

36. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

37. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

38. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

39. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

40. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Business Services. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

41. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Business Services is received by the parties to this Contract, unless the notice specifies a later time.

42. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

    The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

    In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

    In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

43. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

44. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

THATCHER COMPANY OF ARIZONA, INC.
P.O. Box 27407, Salt Lake City, UT 84127-0407

Phone (623) 691-6499
Fax (623) 691-6502

Price Change Process

Thatcher Company of Arizona, Inc. (herein referred to as "Thatcher") has responded to all the products listed in the RFP except for liquid oxygen. The array of RFP products is a combination of chemicals Thatcher manufactures and chemicals purchased from other direct manufacturers. A 3rd party indicator does not exist that will appropriately monitor cost increases or decreases in the general chemical market without providing risk to Thatcher or City of Tucson/OMNIA. This applies to individual chemicals as well.

Our goal at Thatcher is to partner with organizations who desire the success of both entities. When our costs decrease, we want to extend the savings to our customers. When our costs increase, we do not want to risk providing chemicals at a financial loss. To accomplish this goal, we propose the following:

- Prices quoted for this RFP are firm for the first 6 months of the contract.
- After each 6-month period:
  - Prices will decrease, increase, or remain unchanged based upon the actual cost change. Most of the chemicals in the RFP typically experience minor fluctuations in price.
  - Documentation will be provided for price changes where it exists (supplier letters etc.)
  - Prices will be reviewed each 6 months throughout the duration of the contract extensions (if exercised).

We look forward to a mutually beneficial relationship with the City of Tucson and OMNIA. The process outlined will ensure Thatcher can pass along actual price savings to the contract entities and protect Thatcher from unprofitable transactions.

Thatcher looks forward to further discussion to answer your questions and develop a mutually beneficial price change process.

PRICE PAGE

If responding to the Water Treatment Chemicals portion of this solicitation, complete this Price Page. If only responding to other categories (and not Water Treatment Chemicals), provide pricing as described in Proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal. If responding to the Water Treatment Chemicals portion of this solicitation in addition to other categories, complete the Price Page and provide pricing for other categories as indicated in proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal.

The quantities appearing in this Price Page for Water Treatment Chemicals are only used as examples for estimated annual usage for a Participating Public Agency. They do not represent the City's actual usage and are not a guarantee of a Participating Public Agency's usage as there is no guaranteed work provided under the Master Agreement.

Example Agency #1:
Aluminum Sulfate 425,000 dry lbs.
Sodium Bisulfite 650,000 dry lbs.
Sodium Hypochlorite 1,300,000 gallons
Sodium Hydroxide 12,000 dry lbs.

Example Agency #2:
Aluminum Sulfate 65,000 dry lbs.
Sodium Bisulfite 210,000 dry lbs.
Sodium Hypochlorite 400,000 gallons
Sodium Hydroxide 75,000 dry lbs.
Citric Acid 30,000 wet lbs.
Liquid Oxygen 395,000 gallons

Example Agency #3
Sodium Bisulfite 29,000 dry lbs.
Sodium Hypochlorite 245,000 gallons

The pricing listed in this Price Page consists of 27 items and items shall be a firm fixed price.

Offeror's Name: Thatcher Company of Arizona, Inc.

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry lbs. (44,000 "as is" lbs.)	500,000	Dry lbs	$ 0.1639	$ 0.0389	$ 0.2028	$ 3.00
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs.	25,000	Dry lbs	$ 0.1186	$ 0.0814	$ 0.20	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per ~~UOM~~ mile*
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 dry lbs. (45,000 "as is" lbs.)	900,000	Dry lbs	$ 0.2955	$ 0.2225	$ 0.518	$ 3.00
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 gal	2,000,000	Gal	$ 0.87	$ 0.53	$ 1.40	$ 3.00
5.	Sodium Hydroxide Minimum Shipping Quantity 44,000 lb.s	85,000	Wet lbs	$ 0.1575	$ 0.0245	$ 0.182	$ 3.00
6.	Ammonia, Anhydrous Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.2874	$ 0.0926	$ 0.38	$ 3.00
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	10,000	Dry lbs	$ 0.6705	$ 0.4874	$ 1.1579	$ 3.00
8.	Chlorine Minimum Shipping Quantity 44,000 lbs.	10,000	lb. ~~Gal~~	$ 0.279	$ 0.051	$ 0.33	$ 3.00
9.	Copper Sulfate Minimum Shipping Quantity 42,000 lbs.	10,000	Dry lbs	$ 1.623	$ 0.072	$ 1.695	$ 3.00
10.	Ferric Sulfate Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs 10% Iron "as is" lbs.	$ 0.1948	$ 0.185	$ 0.38	$ 3.00
			Dry lbs 12% Iron Minimum: 44,000 "as is" lbs.	$ 0.1957	$ 0.1543	$ 0.35	$ 3.00
			Dry lbs 13% Iron Minimum: 44,000 "as is" lbs.	$ 0.1883	$ 0.1425	$ 0.3308	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per ~~UOM~~ mile*
11.	Sodium Fluoride Minimum Shipping Quantity_____	10,000	Dry lbs	$ No Bid	$ No Bid	$ No Bid	$ No Bid
12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.3844	$ 0.0213	$ 1.4057	$ 3.00
13.	Hydorfluosilicic Acid Minimum Shipping Quantity 10,120 dry lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.3844	$ 0.0213	$ 1.4057	$ 3.00
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.121	$ 0.069	$ 0.19	$ 3.00
15.	Lime Hydrated Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.151	$ 0.069	$ 0.22	$ 3.00
16.	Pebble Quicklime Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.121	$ 0.069	$ 0.19	$ 3.00
17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.2574	$ 0.0926	$ 0.35	$ 3.00
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.2574	$ 0.0926	$ 0.35	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per ~~UOM~~ mile*
19.	Polyphosphate Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.3274	$ 0.0926	$ 0.42	$ 3.00
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 lbs.	10,000	Dry lbs	$ 2.0009	$ 0.0991	$ 2.10	$ 3.00
21.	Powder Activated Carbon Minimum Shipping Quantity 40,000 lbs.	10,000	Dry lbs	$ 0.46	$ 0.09	$ 0.55	$ 3.00
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 1.0454	$ 0.0246	$ 1.07	$ 3.00
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.318	$ 0.112	$ 0.43	$ 3.00
24.	Sulfuric Acid Minimum Shipping Quantity 40,920 lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 0.0918	$ 0.0265	$ 0.1183	$ 3.00
25.	Zinc Orthophosphat Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.466	$ 0.06	$ 1.526	$ 3.00
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs.	31,700	Wet Lbs.	$ 0.4074	$ 0.0926	$ 0.50	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
27.	Liquid Oxygen Minimum Shipping Quantity_____	396,000	Gal	$ No Bid	$ No Bid	$ No Bid	$ No Bid

* Charge per UOM Mile shall be established as distance from Offerors closest distribution facility.

PAYMENT TERMS: 0 Percent / NET30 Days **DELIVERY TIME:** Varies by product

NOTE: EXCEPTIONS TO BID
The Offeror must list on a separate sheet of paper any exceptions to the conditions of this RFP. This sheet must be labeled, "Exceptions to RFP Conditions", and must be submitted as part of Offeror's response. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. **ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.**

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Methanol Minimum Shipping Quantity_____	7000	Gal	$ 1.23	$ .48	$ 1.71	$ 3.00
2.	Mississippi Lime Minimum Shipping Quantity_____	48,000	Lbs	$ .115	$ .1550	$ .27	$ 3.00
3.	T-Floc 1417 Minimum Shipping Quantity_____	32,900	Lbs	$ .4267	$ .0253	$ .4520	$ 3.00
4.	Calcium Hypochlorite 3" Tabs Minimum Shipping Quantity_____	48,000	Dry lbs	$ 1.936	$ .1740	$ 2.11	$ 3.00
5.	Anhydrous Ammonia Refrig -Grade Minimum Shipping Quantity_____	17.5	Tons	$ .275	$ .1250	$ .40	$ 3.00

**NOTE: Applicable taxes not included. Appendix A forms part of our proposal.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

Salt Lake City UT 84127-0407
City State Zip

Signature of Person Authorized to Sign

Craig N. Thatcher
Printed Name

President
Title

For clarification of this offer, contact:

Name: Robert Dubel

Title: Account Manager

Phone: (480) 248-4748 mobile

Fax: (623) 691-6502

E-mail: robert.dubel@tchem.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This _____ day of _____ 20___

_____
As Tucson City Attorney and not personally

Awarded:

This _____ day of _____ 20____

_____
As Director of Business Services and not personally

ATTACHMENTS

Attachment A

Requirements for National Cooperative Contract to be Administered by OMNIA Partners

- All Offerors responding to this solicitation should address the items in this attachment where requested.

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

EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Water Treatment Chemicals & Polymers. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made 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. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.
These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that

any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $65M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales

and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of sales persons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

   Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

   a. Minority Women Business Enterprise

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   c. Historically Underutilized Business (HUB)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's

primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;

- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners

may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES

Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

EXHIBIT D
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBIT E
CONTRACT SALES REPORTING TEMPLATE

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS

			Supplier Name:		Total Sales:	$0.00										
			Contract Number:		Admin Fee %:											
			Reporting Period:		Total Admin Fee:	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

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.

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? YES _____ 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? YES _____ 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? YES _____ 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

(I) 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 (I) 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 agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: **THATCHER COMPANY OF ARIZONA, INC.**

Address, City, State, and Zip Code: P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone Number: (480) 248-4748 mobile Fax Number: (623) 691-6502

Printed Name and Title of Authorized Representative: Craig N. Thatcher, President

Email Address: craig.thatcher@tchem.com

Signature of Authorized Representative: _____ Date: July 28, 2020

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers,

employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity
A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy
A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps
For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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 tasks 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; and
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.

Prevailing Wage Requirements
When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements
If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any,

paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program,

Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. 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.

d. 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.

e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate 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

(3) Breach. 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."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, 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.

d. 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.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and

2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or

offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, Thatcher Company of Arizona, Inc. **, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.**

Craig N. Thatcher

Signature of Contractor's Authorized Official

Craig N. Thatcher, President

Name and Title of Contractor's Authorized Official

July 28, 2020

Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

    a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

    b. Changes.

    To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

    c. Access to Records.

    All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

    d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and

Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:
Thatcher Company of Arizona, Inc.

Address, City, State, and Zip Code:
P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone Number: (480) 248-4748 mobile Fax Number: (480) 691-6502

Printed Name and Title of Authorized Representative: Craig N. Thatcher, President

Email Address:
craig.thatcher@tchem.com

Signature of Authorized Representative: 

Date: July 28, 2020

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Thatcher Company of Arizona, Inc.

Street: 6321 South Rainbow Road

City, State, Zip Code: Buckeye, AZ 85326-3415

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Craig N. Thatcher, *an authorized representative of* Thatcher Company of Arizona, Inc., *a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Craig N. Thatcher	P. O. Box 27407, SLC, UT 84127-0407	33.33%
Diane T. Barlow	P. O. Box 27407, SLC, UT 84127-0407	33.33%
Teri T. Flanders	P. O. Box 27407, SLC, UT 84127-0407	33.33%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

July 28, 2020
Date

Authorized Signature and Title
Craig N. Thatcher, President

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Thatcher Company of Arizona, Inc.

Street: 6321 South Rainbow Road

City, State, Zip Code: Buckeye, AZ 85326-3415

State of Utah

County of Salt Lake

I, Craig N. Thatcher *(Name)* *of the* Salt Lake City *(City)*

in the County of Salt Lake, *State of* Utah
of full age, being duly sworn according to law on my oath depose and say that:

I am the President *(Title)* *of the firm of* Thatcher Company of Arizona, Inc. *(Company Name)*
the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Thatcher Company of Arizona, Inc.
Company Name

Authorized Signature & Title
CRAIG N. THATCHER, PRESIDENT

Subscribed and sworn before me

this 28th day of July, 20 20

Wendy G. Richmond
Notary Public of Utah
My commission expires January 11, 2023

WENDY G. RICHMOND
Notary Public - State of Utah
Commission #703649
My Commission Expires
January 11, 2023

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Thatcher Company of Arizona, Inc.

Street: 6321 South Rainbow Road

City, State, Zip Code: Buckeye, AZ 85326-3415

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

July 28, 2020
Date

Authorized Signature and Title
CRAIG N. THATCHER, PRESIDENT

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent
CRAIG N. THATCHER, PRESIDENT

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Thatcher Company of Arizona, Inc.		
Address:	6321 South Rainbow Rod		
City:	Buckeye	State: AZ	Zip: 85326-3415

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Craig N. Thatcher — Craig N. Thatcher — President

Signature — Printed Name — Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Craig N. Thatcher	Name:
Home Address:	1905 Fortune Road Salt Lake City, UT 84104	Home Address:
Name:	Diane T. Barlow	Name:
Home Address:	1905 Fortune Road Salt Lake City, UT 84104	Home Address:
Name:	Teri T. Flanders	Name:
Home Address:	1905 Fortune Road Salt Lake City, UT 84104	Home Address:

STATE OF UTAH; COUNTY OF SALT LAKE)

Subscribed and sworn before me this 28th day of July, 2020

(Notary Public) Wendy G. Richmond

My Commission expires: January 11, 2023

Craig N. Thatcher
(Affiant)

Craig N. Thatcher, President
(Print name & title of affiant)

(Corporate Seal)

WENDY G. RICHMOND
Notary Public - State of Utah
Commission #703649
My Commission Expires
January 11, 2023

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 212528 **Bidder/Offeror:** Thatcher Company of Arizona, Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive**. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below**. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Craig N. Thatcher Signature: Craig N. Thatcher

Title: President Date: July 27, 2020

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	THATCHER GROUP INC.
Trade Name:	
Address:	1905 FORTUNE RD SALT LAKE CITY, UT 84104
Certificate Number:	1921637
Effective Date:	December 24, 2014
Date of Issuance:	September 10, 2018

For Office Use Only:

20180910121618247

EXHIBIT H
ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, 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	State 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	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State 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
MARION COUNTY SCHOOL DISTRICT
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

THATCHER COMPANY OF ARIZONA, INC.
6321 South Rainbow Road, Buckeye, AZ 85326
Phone (623) 691-6499
Fax (623) 691-6502

APPENDIX A

FORCE MAJEURE

PERFORMANCE

(a) Performance of any obligation under this contract may be suspended by the party so affected without liability in the event of an Act of God; war; fire; flood; strike; explosion; labor trouble; mechanical breakdown; accident, riot, governmental action, laws, regulations or orders (including, but not limited to, pollution, health, ecology or environmental matters); Seller's inability to obtain fuel, power, raw materials, or equipment used in connection therewith on terms it deems practicable; or any other cause beyond the reasonable control of either party interfering with the production, supply, transportation or consumption practice of the party at the time which delays, prevents, restricts, limits or renders commercially infeasible, the performance of this contract or the consumption, sale or use of the goods, except as to the goods already in transit.

(b) The affected party may invoke subparagraph (a) or (b) by promptly notifying the other party in writing of the nature and the estimated duration of the suspension or cancellation of the party's performance. The total quantity hereunder shall be reduced by the quantity not delivered during the term of the suspension or cancellation without liability, and the contract shall otherwise remain unaffected. In no event shall Seller be required to ship the goods from Seller's or, if applicable, its affiliates' other locations or to purchase the goods or components thereof from other sources to fulfill the contract requirements. Seller may, without liability, allocate its supply of such goods or raw materials among its own uses, or distribute it among its customers upon such basis and in such manner as Seller deems fair and reasonable, provided that any goods or raw materials obtained by Seller from a third party solely for Seller's internal use are not subject to allocation.

City of Tucson

License Certificate

Business Name and Mailing Address:

THATCHER COMPANY OF ARIZONA INC
PO BOX 27407
SALT LAKE CITY UT 84127

License Number: 3048079

Type:

Issue Date: December 12, 2019

Expiration Date: December 31, 2020

Owner:
THATCHER COMPANY OF ARIZONA INC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2020

Non-Transferable

3048079

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: THATCHER COMPANY OF ARIZONA INC

Located At: 6321 S RAINBOW RD, BUCKEYE, AZ 85326

Effective: January 01, 2020

Please refer to license number in all correspondence.

By Joyce K. Garland
CFO/Assistant City Manager

THATCHER COMPANY OF ARIZONA, INC.
6321 SOUTH RAINBOW ROAD, BUCKEYE, AZ 85326

Phone (623) 691-6499
Fax (623) 691-6502

July 22, 2020

City of Tucson Business Services Department
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Attention: Tracy Garcia, Senior Contract Officer

Re: Request for Proposal No. 212528

Dear M. Garcia,

With regard to the insurance provisions for the subject Request for Proposal, specifically provisions under Special Terms and Conditions, Paragraph 3. Insurance, Subparagraph C. regarding minimum insurance limits, Part IV. Professional Liability, we respectfully request exception from the requirement for Professional Liability coverage.

Our proposal is for delivery of chemical products, not professional services. Hence, the requirement for Professional Liability coverage is not applicable.

Your consideration and acceptance of this exception to your requirements would be appreciated.

Cordially,

Craig N. Thatcher
President

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT

REQUEST FOR PROPOSAL NO. 212528

AMENDMENT NO. ONE (1)

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

DATE ISSUED: JULY 21, 2020

The referenced document has been modified as per the attached Amendment No. ONE (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Tracy Garcia, Senior Contract Officer at (520) 837-4114.

BUSINESS SERVICES DEPARTMENT – SHARED SERVICES PROCUREMENT
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonaz.gov

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114/FAX: (520) 791-4735
ISSUE DATE: JULY 21, 2020

RFP DUE DATE: AUGUST 3, 2020 @ 2:00 p.m., LOCAL ARIZONA TIME
SENIOR CONTRACT OFFICER: TRACY GARCIA

THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

ITEM ONE (1): QUESTION AND ANSWERS: The City has received the following questions, and has responded as such.

Question 1: Since we bid on FSA/HFS, we will need the delivery locations/addresses for that product in order to gather freight rates and minimum order quantities, any price we supply for the RFP for that product only, would be only for the ship to's we are able to gather freight rates for, anything outside of those addresses would incur a completely different price due to freight from our terminals, hope this makes sense, is there a place to specify we cannot offer same price to any location nationwide, as that is not physically or financially possible?

Response: As part of the response to this RFP, indicate on a separate page that prices will vary dependent on location. If known, indicate what differing freight rates, schedules, and/or prices are (this can be by state or region or however applicable to Supplier's operations). Also, indicate the areas of the country Offeror is able to service.

Question 2: Please provide the following: Actual last year usage of FSA/HFS? Or estimated annual usage is fine.

Response: Usage numbers by item are not available.

Question 3: Please provide the following: Minimum order typically requested for FSA/HFS?

Response: See response to Question 2. Items are to be priced as competitively as possible, however, if there are additional pricing discounts based on volume order, that can be indicated on a separate page as part of the response to this RFP.

Question 4: Please provide the following: Do you accept assay adjusted invoicing for the fluoride i.e. if the assay is delivered at 24.1% and we bid a price of 23% assay, the unit price or QTY will be assay adjusted per invoice, based upon certificate of analysis?

Response: For response purposes, respond where assay adjusted invoicing is not accepted. This will be addressed on an agency by agency basis. Participating Agencies may request this upon contract award.

Question 5: Please provide the following: Who is the current supplier to the City of Tucson for items 12 & 13 and what price?

Response: The City of Tucson has not historically used these specific items. This solicitation is for a nationwide contract offering a broad range of chemicals to agencies across the country.

Question 6: Please provide the following: How is the product to be delivered, bulk tank truck, totes, drums, etc.?

Response: For Water Treatment Chemicals see the Delivery Logistics section under E. Technical Specifications for each requirement and how items are to be delivered; Agencies nationwide will have differing needs, indicate all delivery options Offeror can provide.

Question 7: Please provide the following: Any other specific delivery requirements, hose length, fittings, samples taken during offloading, time/day for delivery, please specify.

Response: All requirements are included in the RFP; Agencies nationwide will have differing needs, indicate all delivery options Offeror can provide.

Question 8: Please provide the following: It looks like this is a blanket RFP not an actual bid for the City of Tucson correct?

Response: The contract is intended for both the City of Tucson and Participating Public Agencies nationwide.

Question 9: I have reviewed the bid documents and we do not distribute any of the chemicals on the bid. Does the city use any of the chemicals below?

- Fluorosilicic Acid
- Sodium Fluorosilicate
- Sodium Fluoride
- Dense Soda Ash
- Hand Sanitizer

Response: For items not specifically listed in the RFP that are related to Water Treatment Chemicals (whether a product and/or a service), Suppliers should provide a response to the 'Additional Water Treatment Products and Services' portion of the solicitation. Suppliers should provide the necessary details for the products and services being offered as part of their response as indicated in Section II. Requirements Specific to Evaluation Criteria.

Question 10: Please provide the following: Can you clarify if the hydrofluosilicic acid/Fluorosilicic acid items 12 & 13, which is the same molecular product, not sure why it is listed twice, is being requested for the City of Tucson, or just stock price request for OMNIA to use at other locations across the country as part of their national request?

Response: Supplier's should respond to fluorosilic acid and hydrofluorosilic acid as hydrofluorosilicic. All items are being requested both for the City of Tucson and Participating Public Agencies piggybacking off the Master Agreement.

Question 11: Please confirm your current products and annual usage amounts in lbs. and ship to location for all polymers you are bidding on this proposal?

Response: See responses to Questions 1 and 2. This solicitation is for a nationwide contract offering a broad range of chemicals to agencies across the country.

Question 12: I would like to inquire as to the current supplier and pricing.

Response: Current contract information can be found at the following link: https://tucsonprocurement.com/home_SearchResults.aspx?ContractNum=161397&ContractTitle=&Keywords=&VendorName=&Department=&selecttype=Internal&orderby=ContractTitle

Question 13: I would like to inquire as to the annual volume of the calcium hypochlorite tablets that the City of Tucson, AZ currently uses.

Response: See response to Question 2.

Question 14: What are the actual delivery site addresses for each chemical?

Response: Locations and chemicals currently being delivered for the City of Tucson include:

- Hayden Udall: 4401 S Tucson Estates Pkwy, Tucson, AZ , 12.5% Sodium Hypochlorite
- Plant 9: 6505 S Sandario Rd. Tucson, AZ, 12.5% Sodium Hypochlorite
- Eisenhower (SCWPF): 9178 S Eisenhower Rd. Tucson, AZ, 12.5% Sodium Hypochlorite
- TARP: 1102 W Irvington Rd. Tucson, AZ, 12.5% Sodium Hypochlorite & 35% Hydrogen Peroxide
- Reclaim Facilities:
- 2550 W. Sweetwater Dr. Tucson, AZ, 12% Sodium Hypoclorite and 19% Ammonium Hydroxide
- 11701 N. Thornydale Rd. Tucson, AZ, 12% Sodium Hypochlorite
- 1580 S. Santa Cruz Ln. Tucson, AZ, 40% Sodium Bi-Sulfite

This solicitation is for a nationwide contract offering a broad range of chemicals to agencies across the country. See answer to Question 1 for more information.

Question 15: What is the actual delivery volume for each chemical?

Response: See response to Question 2.

Question 16: Do you know which locations will be taking Aluminum Sulfate, Ferric Sulfate and Polyaluminum Chloride?

Response: This solicitation is for a nationwide contract offering a broad range of chemicals to agencies across the country. Exact locations are not available.

Question 17: #5 Sodium Hudroxide. What are the estimated annual usages?

Response: Usage numbers by item are not available.

Question 18: #26 Citric Acid. Is it to be provided in powder or liquid form?

Response: For the price page, use liquid. If additional forms can be provided, include that information with pricing on a separate page as part of Supplier's response.

Question 19: #2 Soda Ash. Is it to be provided in dense or light form?

Response: For the price page, use dense. If light grade can be provided, include that information with pricing on a separate page as part of Supplier's response.

Question 20: #8 Chlorine. Is it to be provided in liquid bulk or cylinders?

Response: For the price page, use cylinders. If liquid bulk can be provided, include that information with pricing on a separate page as part of Supplier's response.

Question 21: #17. Polyaluminum Chloride. Is 10000/# per year a realistic annual usage number?

Response: See response to Question 3.

Question 22: #18. Polyaluminum Hydroxychlorosul. Is 10000/# per year a realistic annual usage number?

Response: See response to Question 3.

Question 23: #10. Ferric Sulfate. What strength is needed (%)?

Response: See D. General Chemical Descriptions, v. Ferric Sulfate.

Question 24: #9. Copper Sulfate. What grade macro/small crystal is being requested?

Response: See D. General Chemical Descriptions, iv. Cooper Sulfate. Copper Sulfate shall be standard commercial fine crystal grade.

Question 25: Do you anticipate extending the bid due date?

Response: The bid due date is not being extended at this time.

Question 26: What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

Response: There are no additional details outside of what is included in the RFP. The evaluation criteria is included in the solicitation and if a clarification to an Offeror's response is needed, it will be asked by the City of Tucson during the evaluation phase.

Question 27: Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free?

Response: Often third parties will repost public solicitations so it is unknown which specific organizations reposted this RFP. Outside of the City of Tucson, the link to the solicitation was provided on the OMNIA Partners site and the RFP was advertised in various newspapers across the country.

Question 28: Is this for the water plant?

Response: This contract is intended to meet the needs of the City of Tucson as well as other Participating Agencies nationwide. This contract may also meet the needs of other departments within the City of Tucson.

Question 29: Existing vendors and prices from last bid?

Response: See response for Question 12.

Question 30: Will Ferric Sulfate be used?

Response: It is anticipated that it will be however the usage for public agencies for specific items is unknown.

Question 31: #14. Lime foundry quick grade. Is this limestone or quick lime? If it's quicklime how is it different from the pebble quicklime?

Response: Quick Lime. See the General Chemical Descriptions specifically sec tions ix. And xi.

Question 32: #7. Ammonium Hydroxide. Are you requesting a tech grade or high purity? If you are requesting a high purity would you accept a 19%?

Response: The chemical strength requested is a minimum of 20% (see section D. General Chemical Descriptions. Respondents may include other strengths/products/services on a separate page as indicated in the RFP.

Question 33: #12. Fluorosilicic Acid. Is there a Spec difference from 13. Hydroflusilicic Acid?

Response: See Answer to Question 10.

Question 34: #13. Hydroflusilicic Acid. Is there a Spec difference from 12. fluorosilicic Acid?

Response: See Answer to Question 10.

Question 35: #17. Polyaluminum Chloride. 18. Polyaluminum Hydroxychlorosul. Specs are the same is that intentional?

Response: Yes.

Question 36: #23. Sulfur Dioxide. Bid requests this in dry pounds what calculation is to be used as Sulfer Dioxide is not generally sold in dry pounds?

Response: See section D. General Chemical Descriptions. This is an Request for Proposal so if an Offeror is unable to provide a product at the given Unit of Measure - indicate as such and provide additional details on a separate page submitted with the response.

Question 37: Section D shows a spec for Sodium Permanganate but there is no price sheet line item for that product? Is that product up for bid?

Response: Yes, any products or services related to Water Treatment Chemicals (whether or not it is specifically listed in the RFP or called out on the Price Page) can be submitted by an Offeror as part of their response.

Question 38: #7. Ammonium Hydroxide. Can you please clarify the spec on this product?

Response: See response to Question 34. All of the technical specifications for the products are included in the RFP, anything else is additional that may be submitted in the Offeror's response.

ITEM TWO (2): Clarification: There are references in some advertisements of this Request for Proposal in which the Proposal Number was listed as 002013 for Water Treatment Chemicals with a Proposal Due Date of August 3, 2020. The correct Proposal Number is 212528 however the reference(s) to 002013 (Water Treatment Chemicals) is referring to this RFP. All submittals for this RFP should reference the correct Proposal Number of 212528 for Water Treatment Chemicals. The Due Date is August 3, 2020 at 2:00 p.m. Local Arizona Time.

ITEM THREE (3): PROPOSAL EVALUATION REQUIREMENTS; SECTION C, PRICE PROPOSAL; SUBSET 4, COOPERATIVE PURCHASING PROGRAM

Subset 4 (COOPERATIVE PURCHASING PROGRAM) of Section C (PRICE PROPOSAL) OF THE PROPOSAL EVALUATION REQUIREMENTS on page 46 of the RFP has hereby been deleted in its entirety.

THIS PAGE INTENTIONALLY LEFT BLANK

ALL OTHER PROVISIONS OF THE REQUEST FOR QUOTATION SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date 7/28/2020

Craig N. Thatcher, President
Print Name and Title

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

Salt Lake City UT 84127-0407
City State Zip

5. RFP #212528

CITY OF TUCSON
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**212528**
PROPOSAL DUE DATE:	**AUGUST 3, 2020, AT 2:00 P.M. LOCAL AZ TIME**
MATERIAL OR SERVICE:	**WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)**
PRE-PROPOSAL CONFERENCE DATE:	**JULY 17, 2020**
TIME:	**10:30 a.m.**
LOCATION:	**https://teams.microsoft.com/l/meetup-join/RFP212528_Water_Treatment_Chemicals_pre-proposal_conference** +1 213-293-2303 United States, Los Angeles (Toll) Conference ID: 258 273 029#
CONTRACT OFFICER:	**TRACY GARCIA**
TELEPHONE NUMBER:	**(520) 837-4114** **Tracy.Garcia@tucsonaz.gov**

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, or to update an existing vendor record, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration to access the City's vendor registration system. You may also call the Shared Services Procurement Division of the Business Services Department at (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

It is the sole responsibility of the Bidder to submit their Bid before the scheduled time, as reflected in the City's online bidding system. No Bid shall be accepted after the scheduled opening time.

Questions must be addressed to the Contract Officer listed above.

TLG

PUBLISH DATE: JULY 1, 2020

INTRODUCTION

The City of Tucson is requesting proposals from qualified and experienced firms to provide **WATER TREATMENT CHEMICALS (POLYMERS AND MISC.).**

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified supplies and materials.

National Contract

The City of Tucson, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation 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. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over $100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment A).

The City of Tucson anticipates spending approximately $1.25 Million over the full potential Master Agreement term for Water Treatment Chemicals. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Water Treatment Chemicals purchased under the Master Agreement through OMNIA Partners Public Sector is approximately $65 Million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

SCOPE OF WORK

1. WATER TREATMENT CHEMICALS

A. GENERAL REQUIREMENTS

These requirements are broad for the City and Participating Public Agencies utilizing the Master Agreement outside of the City.

Contractor(s) warrant that chemicals provided as a result of this RFP:

i. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals;
ii. Conform to the general chemical specifications contained herein;
iii. Are suitable for wastewater treatment;
iv. Are free from adulterants or impurities of any kind; and
v. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the City or Participating Public Agencies, promptly replace with item that meets specifications.

Contractor(s) understand and acknowledge that the City and other Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City and Participating Public Agencies' ability to provide timely services, which may affect the health and welfare of the public served by the City and Participating Public Agencies. In the event of product shortages at any point from production to delivery, Contractor(s) agree and affirm that the City and Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City and Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations.

The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specified in this paragraph or elsewhere in this RFP shall constitute a breach of contract.

The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the City and Participating Public Agencies specifications will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event a Contractor is unable to promptly furnish the chemical of the acceptable quality; the Participating Public Agencies will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agencies will be charged to the Contractor either as a credit against an outstanding invoice or billed to the Contractor for immediate payment.

B. DELIVERY

a. DELIVERY TIME: Chemicals are to be delivered on an as-needed basis to the City of Tucson **within two days of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order. Sodium hypochlorite solution deliveries are expected to be required twice each week, including weekends and holidays, with the possibility of being required three times per week during high-demand periods. Minimum order quantities will be:

i. minimum of 4,000 (four thousand) gallons of 20% sodium hydroxide
ii. minimum of 3,500 (three thousand five hundred) gallons of 12% sodium hypochlorite
iii. minimum of 2 (two) buckets (55-lb. buckets) of calcium hypochlorite tablets

b. DELIVERY INSTRUCTIONS: The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended).The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of gallons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply. Do not assume an air supply will be provided. Unloading air pressure shall not exceed 20 psi. The driver shall wear all appropriate PPE during the entire unloading process and is required to stay with the vehicle during the entire unloading process. The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

c. The City and each Participating Public Agencies will establish their own delivery schedule based upon its own requirements and the Contractor's specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or the Participating Public Agency. The City or Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or a Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all deliveries shall be between the designated hours at the City or Participating Public Agencies for that code status. A Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City and each Participating Public Agency. Failure to deliver at the time specified, or as amended in writing by the City or Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract.

Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery.

All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

- Contractor(s) Name
- Purchase Order and Call Order Number (release number)
- Date of Delivery and Date of Order
- Materials Furnished
  - Quantity, unit price and extension of each item, and total in accordance with the contract
- Name of authorized representative ordering supplies

A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City or Participating Public Agency which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

Agencies have the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

All chemicals will be delivered F.O.B. destination as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.

C. MSDS REPORTS

The following MSDS related documentation must be furnished to the City or each Participating Public Agency upon request:

i. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
ii. National Sanitation Foundation certification for the quoted chemical.
iii. Chemical certificate of analysis for all chemicals.

D. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be an overview of the types of chemicals that are available under the Master Agreement. The City and/or Participating Public Agencies specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Ammonia, Anhydrous

The product furnished shall be chemically pure anhydrous, 99.98% free ammonia, free from impurities, which might cause hazards or stoppage of the operation of standard ammonia feed equipment.

ii. Ammonium Hydroxide

Chemical strength shall be at a minimum 20%

iii. Chlorine

The product furnished shall be chemically pure anhydrous, 99.5% by volume free chlorine, free from impurities, which cause hazards, or stoppage in the operation of standard chlorinating equipment. The Contractor(s) at a minimum shall adhere to the recommendations in the current edition of the Chlorine Institute's Pamphlet 17 Packaging and Shipping Plant Safety and Operational guides for receiving, inspecting, testing and reconditioning chlorine cylinders, ton containers, valves and fusible plugs.

iv. Copper Sulfate

Copper Sulfate shall be standard commercial fine crystal grade of copper sulfate pentahydrate containing at least 99% of CuSo4.5H20. The percentage of elemental copper shall not be less than 25% and insoluble matter shall not exceed 0.5%. Certification or quality assurance of mesh size must be provided.

v. Ferric Sulfate

Ferric sulfate solution is a reddish brown liquid that is manufactured from a high purity, mined magnetic iron ore, virgin sulfuric acid, water, and liquid oxygen. The solution must comply with the AWWA standard for ferric sulfate (B406) and is NSF/ANSI Standard 60 certified for use in potable water and municipal and industrial wastewater.
The following types should be provided:

(a) Ferric Sulfate 10% Fe

(c) Appearance	Dark Liquid
(d) Fe (III)	10.25 ± 0.25%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.44 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

(b) Ferric Sulfate 12% Fe

Appearance	Dark Liquid
Fe (III)	12.2 -13.0%
Fe (II)	< 0.1%
Specific Gravity (25°C)	1.55 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

(c) Ferric Sulfate 13% Fe

Appearance	Dark Liquid
Fe (III)	13.0 ± 1%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.6 typical
pH	< 2
Free Acid	< 0.5%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

vi. Sodium Fluoride

It is a white odorless material available either as a powder or in the form of crystals of various sizes.

vii. Fluorosilicic Acid

Fluorosilicic Acid is a 20 to 35 percent aqueous solution. It is a colorless to straw yellow, transparent, fuming, corrosive liquid. It has a pungent odor and irritating action on the skin.

viii. Hydorfluosilicic Acid

The product furnished shall not be less than 23% solution Hydorfluosilicic acid H2SiF6.

ix. Lime Foundry Quick Grade

The quick lime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Material shall contain a minimum of 85% available calcium oxide. The insoluble matter shall not exceed 2% by weight. Material is to be crushed and screened so that none shall be retained on a 5/16" sieve. Not more than 2%, 15%, 80% by weight shall bass a No. 20, No. 14, No. 6 US standard sieve, respectfully.

x. Lime Hydrated

The hydrated lime shall be white in color, dry, and the best quality. Water soluble calcium oxide equivalent shall not be less than 68% CaO by weight. Insolubles shall not exceed 5% by weight. The lime shall contain no magnesium in excess of an amount equivalent to 1-1/2% of magnesium oxide MgO.

xi. Pebble Quicklime

The quicklime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Quick lime shall be supplied in pulverized for known as granular type. It shall be of best quality, highly reactive, freshly burned, substantially free of core, as dirt or unburned stone. The lime to be used for post lime treatment shall be high calcium granular suitable for conditioning wastewater treatment plant sludge and for pH and alkalinity control in the water treatment process. Material shall contain a minimum of 90% available calcium oxide, and shall be the quality known as "quick slaking", readily disintegrating into a suspension without objectionable amounts of un-dissolved or un-slaked materials. Insoluble matter shall not exceed 2% by weight. It shall not contain floating insoluble particles that are of a nature that cannot be captured and retained by the slaker grit removal system which operates on the basis of gravity separation. For each delivery, Contractor(s) shall provide a certification of analysis of the following: slaking test, objectionable insoluble matter test, gradation test, loss of ignition test and available calcium oxide test. The slaking rate shall be that a temperature of 40◦C shall occur in 3 minutes or less and the reaction shall be complete within 6 minutes regardless of the calcium oxide content. Material is to be crushed and screened so that none shall be retained on a ¼" sieve screen and not more than 25% passing a No. 100 US standard mesh screen and shall contain no mineral or organic substances in quantities that will adversely affect the percent available calcium oxide when tested in accordance with AWWA Standard for Quicklime and Hydrated Lime. The method employed to test materials furnished under this contract shall conform to AWWA Standard B202-93, or the latest revisions, unless otherwise noted by Participating Public Agency.

xii. Polyaluminum Chloride or Polyaluminum Hydroxychlorosulfate

Aluminum salts used in coagulation and sedimentation processes. The Polyaluminum chloride must be liquid in form and easily applied via metering pumps. It shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog flow regulating valves and appurtenances or accumulate as sludge in the storage tanks. Contractor(s) will be responsible for removing (at their expense) excessive PACL residual accumulations from the storage tanks at the water treatment plants. The polyaluminum chloride (PACL) must be completely water soluble and not significantly depress the treated water pH. The pH of the liquid PACL solution must be greater than 2.3. Aluminum concentration (expressed as % of Al203) shall exceed 9%. Basicity shall exceed 70%. Sulfates (expressed as % SO4) shall be minimum of 1.7% Freezing temperature shall be less than -12◦C. Unless Contractor supplies two approved PACL products:

a. for the winter season with a freezing temperature less than -12◦C

b. for the rest of the contract period with a freezing temperature less than 0◦C
Polyaluminum chloride shall not emit any organic odors. Poly aluminum chloride must not contain any amounts of natural or synthetic polymers. Suppler must be capable of providing technical support, including on-site jar testing and training as specified by the plant operators. The Contractor's technical support person(s) shall be available for on-site technical support within 24 hours of notification. Such technical person(s) name, experience related to using PACL, as a primary coagulant in drinking water treatment plants. Home/office address and telephone numbers will need to be provided to each Participating Public Agency for their local area. Contractor must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

xiii. Polyphosphate

For corrosion control and reduction of soluble lead in drinking water

xiv. Potassium Permanganate

Chemical must be free flowing grade with KMnO4 content of 97% or higher with a bulk density of approximately 100 pounds per cubic foot. The bulk density shall be relatively dust free in handling. The specific gravity will be equal to 1.039 of a 6% solution by weight at 68◦F/20◦C. The chemical must be stable in storage for at least three years

xv. Powder Activated Carbon

As prescribed in AWWA Standard B600-05.

xvi. Sodium Hexametaphosphate

The material shall be supplied in granular form-approximately 95% finer than US sieve #4 and 95% larger than US sieve #12.

xvii. Sodium Permanganate

Similar to potassium permanganate, liquid in form NaMnO4

xviii. Sulfur Dioxide

The product furnished shall be chemically pure 99.98% Sulfur Dioxide, free from adulterants or impurities. Oil and other residue content shall not exceed 60◦F (15.5◦C) shall not exceed 100 ppm. Acidity shall not exceed 20 ppm. Typical physical and chemical properties shall be:

a. Vapor Pressure at 60◦F (15.5◦C) (of gas) 40.3 psi
b. Specific Gravity (liquid) at 60◦F (15.5◦C) 1.39
c. Boiling point at 1 atm 14◦F (-10◦C)
d. Solubility in water at 60◦F (15.5◦C) & 1 atm 11.7% by wt.
e. Color shall be water white

xix. Sulfuric Acid

Chemical strength shall be 93% and chemical shall be 66◦ Baum.

xx. Zinc Orthophosphate

The product furnished shall conform to the following content:

a. Color-water white
b. Odor-none
c. Density-11.4
d. Chlorine demand-none
e. Zinc Concentration- 3% as Zn +/-0.5%
f. Phosphate concentration- 33% as PO4 +/-0.5%
g. Phosphate to Zinc ration- 11 : 1

xxi. Citric Acid

The product furnished shall conform to the following content:

a. 50% solution, bulk delivery

xxii. Liquid Oxygen

The product furnished shall conform to the following content:

a. Oxygen Purity: ≥ 99.5% by weight
b. Specific Gravity at 1 atmosphere: ≈1.14
c. Dew Point: < -82° F
d. Water content: < 6.6 ppmv
e. THC (as methane): < 25 ppmv
f. Particulate size: < 10 micron (filtered)
g. The LOX shall conform to the American Water Works Association (AWWA) Standard B304-08, “Liquid Oxygen for Ozone Generation for Water, Wastewater, and Reclaimed Water Systems”.
h. The LOX shall conform to the Compressed Gas Association (CGA), Specification G-4.3 (most recent edition) for quality verification level of Grade D or better Type II liquid oxygen.
i. The LOX shall contain no soluble organic or inorganic substances in quantities capable of producing deleterious or injurious effects on health of those coming into contact with the treated water.

E. TECHNICAL SPECIFICATIONS

i. For Aluminum Sulfate (Alum)

a. General

The Contractor(s) shall ensure all loads of Liquid Aluminum Sulfate meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Aluminum Sulfate transferred by the Contractor(s) into the City’s or Participating Public Agency’s storage vessels.

If an Offeror is responding to the Water Treatment Chemical portion of this solicitation, Offeror shall provide unit cost in $/lb. of “dry alum”. For the purposes of these Specifications, “dry alum” is $Al_2 (SO_4)_3 \cdot 14H_2O$.

The Contractor(s) shall bill by weight of dry alum delivered in lb. The Contractor(s) shall calculate the weight of dry alum delivered in each shipment, and the extended cost of each shipment as follows:

1. wt. of dry alum in ship, in lb = (wt. of Liq. Alum. Sulf. in ship, in lb.) (dry alum conc., in %, by wt.)
2. cost of shipment, in $ = (wt. of dry alum in shipment, in lb)(unit cost, in $/lb of dry alum)

The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following (unless specified otherwise by City or Participating Public Agency):

1. date of delivery
2. Bill of Lading Number, or other mechanism to definitively link the invoice to a delivery
3. the net weight of Liquid Aluminum Sulfate delivered in pounds
4. the weight percentage of dry alum in the Liquid Aluminum Sulfate delivered
5. the weight of dry alum in the shipment, in pounds
6. the cost of the shipment, in dollars

b. Compliance with Standards

1. The Liquid Aluminum Sulfate shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B403, Aluminum Sulfate - Liquid, Ground, or Lump except as modified or supplemented herein. Non-conformance with ANSI/AWWA B403 shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

2. The Liquid Aluminum Sulfate shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award.
3. If ANSI/NSF Standard 60 certification for Liquid Aluminum Sulfate is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. The Liquid Aluminum Sulfate shall be produced from ore, not from reclaimed aluminum metal.
2. During the life of the Master Agreement, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality. One item of particular concern are manufacturing processes or materials impacting the concentration of impurities. The Liquid Aluminum Sulfate shall be of such clarity as to permit the reading of flow-measuring devices without difficulty.

3. The Liquid Aluminum Sulfate shall contain water-soluble aluminum of not less than 4.23% as Al, or 8.0% as Al_2O_3, by weight. The literature specific gravity of Liquid Aluminum Sulfate at the minimum concentration is 1.32.

4. The Liquid Aluminum Sulfate shall contain less than or equal to 0.2% water-insoluble matter by weight.

5. The Liquid Aluminum Sulfate shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. A Contractor shall reimburse the City or Participating Public Agency(s) for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Aluminum Sulfate shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Aluminum Sulfate, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this Master Agreement.

   Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Aluminum Sulfate supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Aluminum Sulfate supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Liquid Aluminum Sulfate shall be limited as follows:

Impurity	**Maximum Concentration in mg/kg**	**Maximum Reporting Detection Limit in mg/kg**
total antimony	250	50
total arsenic	200	40
total barium	3000	600
total beryllium	200	40
total boron	250	50
total cadmium	5	1
total chromium	100	20
total copper	10	2
total iron	1000	200
total lead	5	1
total manganese	200	40
total mercury	0.02	0.004
total molybdenum	10	2
total nickel	40	8
total selenium	5	1

Impurity	Maximum Concentration in mg/kg	Maximum Reporting Detection Limit in mg/kg
total silver	40	8
total thallium	25	5
total zinc	100	20

9. The City and Participating Public Agencies reserves the right to add other impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the liquid Aluminum Sulfate must contain less than 20 μg of per chlorate/L.

11. Before the initial delivery, Contractor(s) shall sample the Liquid Aluminum Sulfate from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. specific gravity, at 20 °C
    D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
    E. aluminum concentration, in % Al, by weight,
    F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
    G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
    H. water-insoluble matter concentration, in %, by weight, and
    I. all of the metals in the table above, in mg/kg (Note: The reporting detection limit for each metal must be less than or equal to the maximum reporting detection limit listed in the table above.)

12. The Contractor(s) shall supply the requesting Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed and dated by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Aluminum Sulfate (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Aluminum Sulfate contained less than 20 μg per chlorate/L. Contractor(s) may use analytical data generated by the Contractor(s) of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The

Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.

14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of a Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City or Participating Public Agency):

   A. date of delivery,
   B. bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Aluminum Sulfate in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Aluminum Sulfate in the delivery vehicle in pounds

   The dry weight in pounds must match what the dry weight in pounds will be on the Contractor's Invoice.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

   A. production lot number,
   B. date of manufacture,
   C. specific gravity, at 20 °C
   D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
   E. aluminum concentration, in % Al, by weight,
   F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
   G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
   H. water-insoluble matter concentration, in %, by weight,

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) shall include any charges for the Certificates in their price submitted as part of their response to this solicitation.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Aluminum Sulfate to the City or Participating Public Agency as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Aluminum Sulfate delivered in pounds. Unless otherwise stated by the City or Participating Public Agency: the City and/or the Participating Public Agency shall assume the weight of the Liquid Aluminum Sulfate delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Aluminum Sulfate in the delivery vehicle; and the Contractor(s) shall also ensure the complete transfer of Liquid Aluminum Sulfate from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

5. The Liquid Aluminum Sulfate shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Aluminum Sulfate shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Aluminum Sulfate in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless stated otherwise). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City and Participating Public Agencies reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Aluminum Sulfate is delivered.

10. The City and Participating Public Agencies reserve the right to subject samples of the Liquid Aluminum Sulfate to analysis to determine if the Liquid Aluminum Sulfate meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public

Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Aluminum Sulfate, the Contractor(s) shall remove and replace any and all non-conforming Liquid Aluminum Sulfate within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Aluminum Sulfate and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

ii. For Soda Ash (Sodium Carbonate, Dry)

a. General

1. The Contractor(s) shall ensure all loads of Soda Ash meet the all requirements of this Master Agreement and these specifications. All specifications apply to the Soda Ash transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) submitting for Water Treatment Chemicals, shall submit unit and extended costs in $/lb. of Na_2CO_3 (dry) as part of their response to this solicitation.

3. Contractor(s) shall bill by weight of Na_2CO_3 delivered in lb.

4. Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery,
B. weight of Soda Ash delivered, in lb.
C. unit price, and
D. extended cost (lb. x unit price)

b. Compliance with Standards

1. The Soda Ash shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B201, Soda Ash, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B201 shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach

2. The Soda Ash shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award. The Contractor(s) shall supply evidence of this certification throughout the term of the Master Agreement.
   a. If ANSI/ NSF Standard 60 certification for Soda Ash is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach.

b. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Soda Ash that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Soda Ash shall be a dry, white powder containing no large lumps or crystals. It shall be free flowing and suitable for storage in closed vessels and for feeding with a standard dry feeder.

3. The apparent density of the Soda Ash shall be 0.9 to 1.1 g/cm^3 (56.2 to 68.7 lb/ft^3), dense soda ash.

4. The Soda Ash shall contain greater than 99 percent sodium carbonate (Na_2CO_3) by weight.

5. The Soda Ash shall contain less than 0.05 percent insoluble matter by weight.

6. The Soda Ash shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

7. The Soda Ash shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Soda Ash, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Soda Ash supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

8. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Soda Ash shall be limited as follows:

Metal Impurity	Maximum Concentration, in mg/kg	Maximum Reporting Detection Limit in mg/kg
total antimony	1000	200
total arsenic	500	100
total barium	10000	2000
total beryllium	500	100
total boron	1000	200
total cadmium	15	3
total chromium	250	50
total copper	30	6
total iron	2500	500
total lead	15	3
total manganese	500	100
total mercury	0.10	0.02
total molybdenum	20	4
total nickel	100	20
total selenium	25	5
total silver	100	20
total thallium	100	20
total zinc	300	60

9. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels to protect the treatment process and facility, and to meet all permit limits and water quality standards. The Contractor(s) shall make all changes necessary to meet such listings or levels.

10. Before the initial delivery, the Contractor(s) shall sample the Soda Ash from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. Soda Ash production lot or batch number,
    B. date of manufacture,
    C. apparent density, in $lb/ft^{3,}$
    D. sodium carbonate, Na_2CO_3, in percent, by weight,
    E. insoluble matter, in percent, by weight, and
    F. all of the total metals listed in the table above.

    Note: The reporting detection limit for each metal must be less than or equal to the maximum listed in the table above.

11. A Contractor shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above (unless otherwise indicated by City or Participating Public Agency). The report shall contain a statement, signed by a

management-level representative of the Contractor, certifying that the sample supplied to the laboratory was unaltered and representative of the Soda Ash (to be) delivered to the City or Participating Public Agency.

12. A Contractor shall complete the sampling and analysis processes described above once per year in the month of the anniversary of the initial test, and after any changes in the manufacturing of the Soda Ash that may impact quality or the concentration of any impurity.

13. A Contractor shall submit the initial report before the delivery of the first shipment. Failure of the Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

   A. date of delivery,
   B. gross weight of delivery vehicle and Soda Ash in pounds,
   C. tare weight of delivery vehicle in pounds, and
   D. net weight of Soda Ash in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

   A. Soda Ash production lot or batch number,
   B. date of manufacture,
   C. apparent density, in lb/ft^3
   D. sodium carbonate, Na_2CO_3, in percent, by weight,
   E. insoluble matter, in percent, by weight, and
   F. date of certificate.

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. A Contractor responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their proposal price.

e. Delivery Logistics

1. The Contractor(s) shall measure delivery quantities as the total weight of Soda Ash delivered in pounds. The City or Participating Public Agency shall assume the weight of the Soda Ash delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Soda Ash in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Soda Ash from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

2. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Soda Ash is delivered.

3. The City or Participating Public Agency reserves the right to subject samples of the Soda Ash collected before the chemical enters the storage tank to analysis to determine if the Soda Ash meets the City's or Participating Public Agency's specifications. The Contractor shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Soda Ash, the Contractor(s) shall remove and replace any and all non-conforming Soda Ash within 24 hours of being notified without additional cost to the City or Participating Public Agency.

   Alternatively, the City or Participating Public Agency may remove the Soda Ash and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor may not charge for delivered material the City or Participating Public Agency rejects.

4. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

5. The tank truck must be sealed and equipped with a self-contained system to deliver all the Soda Ash in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by the City or Participating Public Agency).

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF.

7. All appurtenant valves, pumps, and discharge hoses used for the delivery of Soda Ash shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

9. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

10. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iii. For Sodium Bisulfite

Note: These specifications are for 37.5-40% liquid sodium bisulfite.

a. General

1. All deliveries of liquid sodium bisulfite must conform to the specifications of this contract. All quality specifications apply to the product transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. The Contractor(s) shall measure delivery quantities as the total weight of product (solution) delivered in pounds. The Contractor(s) shall bill by weight of $NaHSO_3$ in pounds. The Contractor(s) shall calculate the weight of $NaHSO_3$ in each shipment as follows:

   A. wt. of $NaHSO_3$ in shipment, in lb = (shipment wt., in lb)($NaHSO_3$, in % by wt.)
   B. cost of shipment, in $ = (wt. of $NaHSO_3$ in shipment, in lb)(cost of $NaHSO_3$, in $/lb of $NaHSO_3$)

3. The Successful Supplier(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

   A. Date of delivery
   B. Gross weight of delivery vehicle and product in pounds
   C. Tare weight of delivery vehicle in pounds
   D. Net weight of product in the delivery vehicle in pounds

   The City or Participating Public Agency shall assume the weight of the product (solution) delivered (transferred to the City or Participating Public Agency) is equal to net weight of the product in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of product from the delivery vehicle to the City's or Participating Public Agency's storage vessels.

   All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

4. The Contractor shall submit invoices to the City or Participating Public Agency that include the following:

   A. Date of delivery
   B. The weight of product (solution) delivered in pounds
   C. The weight of percentage of $NaHSO_3$ in the solution delivered
   D. Calculation of the weight of $NaHSO_3$ in the shipment, in pounds
   E. Calculation of the cost of the shipment, in dollars

5. Offeror(s) shall bid unit and extended costs in $/lb of $NaHSO_3$

b. Chemical Composition/Impurities

1. The liquid sodium bisulfite shall be clear and shall contain less than or equal to .5% insoluble matter by weight.

2. 37.5-40% liquid sodium bisulfite, the liquid sodium bisulfite shall contain 37.5% to 40% sodium bisulfite (23.1% to 24.69% available sulfur dioxide) by weight. The specific gravity of the liquid sodium bisulfite shall be 1.307 to 1.330 (at 60 °F).

3. The liquid sodium bisulfite shall contain less than or equal 2% sodium sulfate by weight.

4. The liquid sodium bisulfite shall not contain any impurity in sufficient quantities that causes or may cause, by the normal usage of the liquid sodium bisulfite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.

5. The liquid sodium bisulfite shall not contain any foreign matter that may damage the City's or Participating Public Agency's equipment or facility. This includes foreign matter that may be present as a result of shipment or transfer from the Contractor's equipment. The Contractor shall reimburse the City or Participating Public Agency for any damages or costs incurred from such foreign material.

6. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the liquid sodium bisulfite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

Impurity	**Maximum concentration in mg/L**	**Maximum reporting detection limit in mg/L**
Total antimony	75	15
Total arsenic	50	10
Total barium	1000	200
Total beryllium	50	10
Total boron	75	15
Total cadmium	2	0.4
Total chromium	20	4
Total copper	4	0.8
Total iron	50	10
Total lead	1	0.2
Total manganese	40	8
Total mercury	0.01	0.002
Total molybdenum	2	0.4
Total nickel	10	2
Total selenium	3	0.6
Total silver	10	2
Total thallium	10	2
Total zinc	30	6

7. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity level to the existing listings as is required to meet all permit limits and water quality standards.

8. Notwithstanding any other requirements of this specification, impurities in the liquid sodium bisulfite shall be limited as follows:

9. Any water used to make up the liquid sodium bisulfite must contain less than 20 µg per chlorate/L.

10. The Contractor(s) shall ensure all loads of the liquid sodium bisulfite meet the requirements of Items H) and I) above. Before the initial delivery, the Contractor(s) shall sample the liquid sodium bisulfite from a typical lot and determine all the constituents listed in Item I) and specific gravity. The sampling shall conform to industry standard practices. The analytical laboratory and their sample preparation and analysis methods must be acceptable to the City or Participating Public Agency. The reporting units and maximum analytical reporting detection limits are listed in Item H) above.

11. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the typical product (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the liquid sodium bisulfite contain less than 20 µg per chlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or the Contractor(s) may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

12. The Contractor(s) shall complete the sampling and analysis processes described above in Items J) and K) once per calendar quarter during the life of the contract. The requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each report to the City or Participating Public Agency on or before the last day of each calendar quarter.

13. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

14. The liquid sodium bisulfite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

c. Certificate of Analysis/Certificate of Conformance.

1. The Contractor(s) shall submit a certificate of analysis to the City or Participating Public Agency for and with each delivery. The certificate shall contain the following lot-specific information:

   A. Production lot or batch number
   B. Date of manufacture
   C. Specific gravity

D. Sodium bisulfite, in % $NaHSO_3$, and % available SO_2, by weight
E. Sodium sulfate, in % Na_2SO_4, by weight
F. Insoluble matter, in %, by weight
G. Date(s) of analyses

2. Failure to supply the required certificates shall be sufficient cause to reject the load. Failure to meet the specifications listed in Chemical Composition/Impurities, Item B above, shall also be sufficient cause to reject the load.

3. An Offeror responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the certificates in their proposal price.

d. Delivery Logistics

1. The Contractor(s) shall ship the liquid sodium bisulfite to the City or Participating Public Agency as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of liquid sodium bisulfite delivered in pounds. The City or Participating Public Agency shall assume the weight of the liquid sodium bisulfite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the liquid sodium bisulfite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of liquid sodium bisulfite from the delivery vehicle to the City's or Participating Public Agency's storage tanks.
5. The liquid sodium bisulfite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of liquid sodium bisulfite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the liquid sodium bisulfite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the liquid sodium bisulfite is delivered.

10. The City or Participating Public Agency reserves the right to subject samples of the liquid sodium bisulfite to analysis to determine if the liquid sodium bisulfite meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

    If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming liquid sodium bisulfite, the Contractor shall remove and replace any and all non-conforming liquid sodium bisulfite within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the liquid sodium bisulfite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iv. For Sodium Hypochlorite

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hypochlorite meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hypochlorite transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall submit unit cost in $/gallon as part of their proposal.

3. The Offeror(s) shall bill by the gallon weight of NaOCl (dry) delivered in pounds. The Offeror(s) shall calculate the volume weight of NaOCl (dry) (gallons) delivered in each shipment, and the extended cost of each shipment as follows:

    A. vol. of Liq. Sod. Hypo., in gal = (wt. of Liq. Sod. Hypo., in lb)/(density of the Liq. Sod. Hypo., in lb/gal)
    B. cost of shipment, in $ = (vol. Liq. Sod. Hypo. in ship., in gal)(unit cost of Liq. Sod. Hypo., in $/gal)wt. of NaOCl in ship., in lb = (wt. of Liq. Sodium Hypo. in ship., in lb)(NaOCl conc., in % by wt.)
    C. cost of shipment, in $ = (wt. of NaOCl in shipment, in lb)(unit cost of NaOCl, in $/lb of NaOCl)

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

   A. date of delivery
   B. bill of lading number, or other mechanism to definitively link the invoice to a delivery.
   C. the weight of liquid sodium hypochlorite delivered in pounds.
   D. calculation of the volume of liquid sodium hypochlorite in the shipment (weight percentage of NaOCL in the liquid sodium hypochlorite delivered).
   E. calculation of the cost of the shipment in pounds.

b. Compliance with Standards

   1. The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

   2. The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

   3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the Contractor shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

   4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

   1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agencies of any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

   2. The Liquid Sodium Hypochlorite shall be clear.

   3. The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below.

Parameter	Minimum
g of available chlorine/L	143 g/L
available chlorine trade (volume) percent	14.3%
available chlorine weight percent	11.9%
g sodium hypochlorite/L,	150 g/L

Parameter	Minimum
sodium hypochlorite weight percent	12.5%

4. The Liquid Sodium Hypochlorite shall meet the conditions in the following table:

Parameter	Condition
total free alkali, expressed as NaOH, by weight	0.25 to 0.75%
pH, in pH units	11 to 13
specific gravity, at 20 °C	1.18 to 1.23

Note: Free alkali, excess caustic, and free alkalinity are synonyms.

5. The Liquid Sodium Hypochlorite shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Sodium Hypochlorite shall not contain any impurity in sufficient quantities that causes or may cause, by the City's normal usage of the Liquid Sodium Hypochlorite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of the contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hypochlorite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Sodium Hypochlorite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, impurities in the Liquid Sodium Hypochlorite shall be limited as follows:

Impurity	Maximum Concentration in mg/L	Maximum Reporting Detection Limit in mg/L
total antimony	25	5
total arsenic	20	4
total barium	350	70
total beryllium	20	4
total boron	25	5
total cadmium	0.5	0.1

total chromium	5	1
total cobalt	0.25	0.10
total copper	0.1	0.05
total iron	1	0.2
total lead	0.5	0.1
total manganese	0.75	0.15
total mercury	0.01	0.002
total molybdenum	1	0.2
total nickel	0.25	0.1
total selenium	1	0.2
total silver	2.5	0.5
total thallium	2.5	0.5
total zinc	10	2
Impurity	**Maximum Concentration**	**Maximum Reporting Detection Limit**
chlorate	3 g/L	1 g/L
water-insoluble matter	0.15%, by wt.	0.05%, by wt.

9. The City or Participating Public Agency reserves the right to add other specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the Liquid Sodium Hypochlorite must contain less than 20 μg of perchlorate/L.

11. Before the initial delivery, the Contractor shall sample the Liquid Sodium Hypochlorite from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. sodium hypochlorite, in % NaOCl, by weight
    D. total free alkali (excess caustic), expressed as NaOH, in %, by weight
    E. pH, in pH units
    F. specific gravity, at 20 °C
    G. all of the impurities cited in Item I above, and
    H. dates of analyses

    Note: The reporting detection limit for each impurity must be less than or equal to the maximum reporting detection limit listed in the table.

12. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Sodium Hypochlorite (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Sodium Hypochlorite contained less than 20 μg

perchlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.

14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City of Participating Public Agency):

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.
   F. Number of gallons

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Certificate shall contain the following lot-specific information:

   A. production lot number,
   B. date of manufacture,
   C. sodium hypochlorite, in % NaOCl, by weight
   D. total free alkali (excess caustic), expressed as NaOH, by weight
   E. specific gravity, at 20 °C
   F. temperature of the delivered Liquid Sodium Hypochlorite, in °F, and
   G. date of Certificate

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their price submitted as part of their proposal.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hypochlorite to the City as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The temperature of the Liquid Sodium Hypochlorite upon delivery must be less than or equal to 80°F. The Contractor(s) shall measure the temperature of the product delivered just prior to, or during, transfer in to the City's or Participating Public Agency's storage vessels. The Contractor(s) shall hand write the measured temperature on the Certificate of Analysis or Conformance discussed above. The Contractor(s) shall initial and date the recorded temperature.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hypochlorite delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hypochlorite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hypochlorite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hypochlorite from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

6. The Liquid Sodium Hypochlorite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hypochlorite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor9s) shall not use the City's or Participating Public Agency's equipment (unless noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

9. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public

Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hypochlorite is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hypochlorite to analysis to determine if the Liquid Sodium Hypochlorite meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hypochlorite, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hypochlorite within 24 hours of being notified without additional cost to the City. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hypochlorite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

f. Quantity

1. The expected annual quantity of Liquid Sodium Hypochlorite, and average number of deliveries expected per month are indicated in table below.

Location	Expected Quantity, Gallons/yr	Expected Quantity, lb of sol./yr	Expected Quantity, lb of NaOCl/yr	Delivery Sites at Location	Average Delivery Freq., Number/Month
WPCF	1,600,000	16,000,000	2,000,000	10	28
BMWRC	40,000	400,000	50,000	1	2
DHWRC	160,000	1,600,000	200,000	1	2
totals	1,800,000	18,000,000	2,250,000		

Notes: Calculations assuming specific gravity of 1.20 and 12.5% sodium hypochlorite by weight.

v. For Sodium Hydroxide

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hydroxide meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hydroxide transferred by the Contractor into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall provide unit and extended costs in $/lb of Na_2O (76% basis) as part of their response.

3. The Contractor(s) shall bill by weight of Na_2O (76% basis) delivered in pounds. The Contractor(s) shall calculate the weight of Na_2O (76% basis) delivered in each shipment, and the extended cost of each shipment as follows:

A. wt. of Na_2O in shipment = (shipment wt., in lb)(Na_2O, in % by wt.)
B. wt. of Na_2O (76% basis) in shipment = (wt. of Na_2O in shipment)/0.76
C. cost of ship., in $ = [wt. of Na_2O (76% basis) in ship., in lb][cost of Na_2O, in $/lb of Na_2O (76% basis)]

Note: Na_2O shall be determined as described in latest revision of the American Water Works Association's Standard ANSI/AWWA B501, Sodium Hydroxide.

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery
B. the weight of product (solution) delivered in pounds
C. the weight percent of Na_2O in the solution delivered
D. calculation of the weight of Na_2O delivered
E. calculation of the weight of Na_2O (76% basis) delivered
F. calculation of the cost of the shipment, in dollars
G. calculation of the weight percent of NaOH in the solution delivered

b. Compliance with Standards

1. The Liquid Sodium Hydroxide shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B501, Sodium Hydroxide, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B501 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

2. The Liquid Sodium Hydroxide shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hydroxide is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City of Participating Public Agency of any changes in the manufacturing of the Liquid Sodium Hydroxide that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Liquid Sodium Hydroxide provided shall contain approximately 22 percent sodium hydroxide (NaOH) by weight. The acceptable range of concentrations supplied will be 20 - 25 percent sodium hydroxide by weight. The following data are applicable:

	NaOH, in % by wt.	**Na_2O, in % by wt.**	**Specific Gravity at 20 °C**
Minimum	20	15.5	1.219
Target	22	17.0	1.240
Maximum	25	19.4	1.273

3. The Liquid Sodium Hydroxide shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

4. The Liquid Sodium Hydroxide shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Sodium Hydroxide, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hydroxide supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

5. The Liquid Sodium Hydroxide supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency storage vessels.

6. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels as required to meet all permit limits and water quality standards.

7. Any water used to make up the Liquid Sodium Hydroxide must contain less than 20 μg of perchlorate/L.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hydroxide in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hydroxide in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate which shall contain the following lot-specific information:

   A. production lot or batch number
   B. specific gravity, at 20 °C
   C. Na_2O, in %, by weight, determined as described in ANSI/AWWA Standard B501
   D. NaOH, in % by weight, calculated from % Na_2O
   E. date of Certificate

   Note: NaOH, in % by wt. = (1.291 lb NaOH/lb Na_2O)(Na_2O, in % by wt.) Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

3. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the Certificates in the price provided in their proposal.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hydroxide to the City as a “bulk” liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall make any necessary dilutions at external sites such that a homogeneous, well-mixed product is delivered to the City and Participating Public Agencies.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hydroxide delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hydroxide delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hydroxide in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hydroxide from the delivery vehicle to the City’s or Participating Public Agency’s storage tanks.

6. The Liquid Sodium Hydroxide shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a “quick connect” to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hydroxide shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hydroxide in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

9. The driver must follow all the City's or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hydroxide is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hydroxide to analysis to determine if the Liquid Sodium Hydroxide meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hydroxide, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hydroxide within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hydroxide and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

2. POLYMERS – LIQUID AND DRY

A. GENERAL REQUIREMENTS

These requirements are a broad for the City and Participating Public Agencies utilizing the Master Agreement. Contractors(s) who can and will provide Polymers – Liquid and Dry will be required to adhere to all applicable Terms and Conditions required by statutes, as well all rules and regulations governing the purchase, delivery and use of this commodity utilizing Participating Public Agencies.

i. Contractors(s) warrant that polymer chemicals provided as a result of this RFP:

a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals

b. Conform to the general chemical specifications contained herein

c. Are suitable for public drinking water supply and/or waste water treatment

d. Are free from adulterants or impurities of any kind, and

e. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

ii. If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the City or Participating Public Agency, then the Contractor shall at no additional cost to the City or Participating Agency, promptly replace with item that meets specifications.

iii. Contractor(s) understand and acknowledge that the City and Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City or Participating Public Agencies ability to provide timely services, which may affect the health and welfare of the public. In the event of product shortages at any level of production to delivery chain, Contractor(s) agree and affirm that the Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City or Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations

iv. The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specific in this paragraph or elsewhere in this solicitation shall constitute a breach of contract.

v. The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the agency specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Contractor(s) is/are unable to promptly furnish the chemical of the acceptable quality; the City or Participating Public Agency will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agency will be charged to the Contractor(s) either as a credit against an outstanding invoice or billed to the Contractor(s) for immediate payment.

B. DELIVERY

i. The City and Participating Public Agency will establish its own delivery schedule based upon its own requirements and the Contractor(s) specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or Participating Public Agency. The City and Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed

to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

ii. If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all delivers shall be between the designated hours at the City or Participating Public Agency for that code status. All Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

iii. The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the city or Participating Public Agency. Failure to deliver at time specified, or as amended in writing by the City or Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract.

iv. Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery.

v. All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

a. Contractor(s) Name
b. Purchase Order and Call Order Number (release number)
c. Date of Delivery and Date of Order
d. Materials Furnished
e. Quantity, unit price and extension of each item, and total in accordance with the contract
f. Name of authorized representative ordering supplies

vi. A Contractor's delivery ticket will be signed in duplicate by the Contractor designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall fax a copy of the driver's license, and a chemical shipping itinerary sheet which must include the manifest numbers and above referenced information.

vii. The City and Participating Public Agencies have the right to refuse delivery if chemical packaging is damage, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

viii. All chemicals will be delivered F.O.B. delivered as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.

C. MSDS REPORTS

The following MSDS related documentation must be furnished to the City or each Participating Public Agency upon request:

i. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.

ii. National Sanitation Foundation certification for the quoted chemical

iii. Chemical certificate of analysis for all chemicals

D. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be a comprehensive overview of the chemicals that will be covered under the Master Agreement. The City or Participating Public Agency specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Polymers, Liquid and Dry

Some polymer properties desired in this product are:

a. High molecular weight
b. Chlorine resistant
   1. Change density not pH sensitive. Supplied in liquid form
   2. Reduces or eliminates the need for inorganic flocculent chemicals
   3. Forms an easily dewatered sludge
   4. Specific gravity equal or near to water (s.g.=1.00)
   5. Water soluble
   6. Approved by NSF for drinking water at application rate up to 62 ppm in the influent water
   7. Ability to be fed full strength, or diluted in-line to the point of application
   8. Evaluation of the polymer's ingredients under OSHA's Hazard Communication Rule 29 CFR 1910.1200 demonstrating none of the ingredients hazardous
   9. Free from monomers
   10. Non-TTHM forming upon being chlorinated, at concentrations encountered in normal water purification

Contractor(s) must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

3. Additional Water Treatment Products and Services

A. An Offeror may submit and respond with any other products or services related to Water Treatment Products and Services.

4. Complete Product and Service Offering/Balance of Line

1. Each Contractor awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Water Treatment Chemicals & Polymers for all products and services they can provide. Pricing for complete product and service offering/balance of line items

will be determined by a percentage discount off the Contractor's standard pricing or product list. The pricing percentage discount offered must be entered as part of the Price Proposal section of the Offeror's response.

INSTRUCTIONS TO OFFERORS

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
   For purposes of this solicitation and subsequent contract, the following definitions shall apply:
   City: The City of Tucson, Arizona
   Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.
   Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.
   Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.
   Director of Business Services: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.
   May: Indicates something that is not mandatory but permissible.
   Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.
   Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.
   Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and submitting the document through the City's online bidding system by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. **PREPARATION OF PROPOSAL:**
   A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
   B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
   C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
   D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. **PROPOSAL/SUBMITTAL FORMAT:** A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to held as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. **The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document, and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
    A. The submission of the offer did not involve collusion or other anti-competitive practices.
    B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
    C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
    D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. **WHERE TO SUBMIT PROPOSALS:** Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

    Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

15. **LATE PROPOSALS:** Late proposals will be rejected.

16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by logging into the City's online bidding system and withdrawing the proposal they submitted. Telephonic or oral withdrawals shall not be considered.

18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. **TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

20. **CONTRACT NEGOTIATIONS**: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

21. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on "Vendors" and then by clicking on "Vendor Registration." Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

22. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

23. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

24. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
    (1) waive any immaterial defect or informality; or
    (2) reject any or all proposals, or portions thereof; or
    (3) reissue the Request for Proposal.

    A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Business Services and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

25. PROPOSAL RESULTS: The name(s) of the successful offeror(s) will be posted on the Business Services Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

26. PROTESTS: A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Proposal shall be received at the Business Services Department t not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;
B. The signature of the protestant or its representative;
C. Identification of the Request for Proposal or Contract number;
D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach & Capacity

B. Qualifications & Experience

C. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach & Capacity

1. Provide a response to the national program.

   1.1. Include a detailed response to Attachment B, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

   1.2. Contractor(s) will be required to sign Attachment B, Exhibit B, OMNIA Partners Administration Agreement. An Offeror responding to this solicitation should have any reviews required to sign the document prior to submitting a response. All Offeror's responses should include any proposed exceptions to the OMNIA Partners Administration Agreement.

2. In addition to Attachment B, Offeror's should provide responses to the below with their submission:

   2.1. Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States.

   2.2. Discuss balance of line products and services offered to provide comprehensive water treatment chemicals & polymers.

3. Product and Service

   3.1. Indicate the products and services being offered as a response to this solicitation.

   3.2. Provide a detailed written response illustrating how the products and services offered will meet the needs of the City and a Participating Public Agency. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation.

   3.3. Describe other products and/or services you offer that would be applicable to this contract.

   3.4. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.

   3.5. Describe approach for identifying water treatment chemicals and/or polymers specific to each using entity.

4. Orders, Invoices, and Delivery

   4.1. Describe your ordering capacity (telephone, fax, internet, etc.) and ordering methods (online ordering, order tracking, search options, order history).

   4.2. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

4.3. Describe your delivery commitment:

4.3.1. How will you meet the standard deliver requirement for agencies utilizing the agreement?

4.3.2. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

5. Reporting

5.1. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.

B. Qualifications & Experience

1. Summarize your experience in providing water treatment chemicals, polymers (liquid and dry), and/or other water treatment products and services as applicable to your response to this solicitation.

2. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

3. Provide a listing of key personnel who may be assigned to the City's contract and also include key personnel who will be responsible for working with Participating Public Agency's outside of the City of Tucson. Include their title within your organization and the description of the type of work they may perform.

4. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified.

5. Please submit any additional information that I is applicable to your qualifications and experience.

C. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein for products and services being offered as part of your response. If only responding to part of the products and services indicated in this solicitation, indicate not applicable where necessary.

1.1. Special Offers/Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Successful Offeror(s) may conduct sales promotions involving price reductions for a specified lesser period. Successful Offeror(s) may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the contract term and such lower pricing shall not be applied as a global price reduction under the contract.

1.2. Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Successful Offeror(s) is/are subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

2. Pricing

The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

2.1. If responding to the Water Treatment Chemicals portion of this solicitation:

2.1.1. Complete the Price Page.

2.1.2. Propose a plan to adjust pricing as market conditions change. As applicable, the plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

2.1.3. Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.

2.1.4. Provide any additional details related to Price as needed.

2.2. If responding to the Polymers (Liquid and Dry) portion of this solicitation:

2.2.1. Identify the objective verifiable pricing index to be used. This must be submitted with the proposal.

2.2.2. Provide pricing based on base chemical pricing and freight schedules that will be applied nationally and be verifiable by utilizing agencies.

2.2.3. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

2.2.4. Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.

2.2.5. Provide any additional detailed related to Price as needed.

2.3. If responding to the Additional Water Treatment Products and Services and/or providing a Complete Product and Service Offering/Balance of Line portion of this solicitation:

2.3.1. Provide details of and propose additional discounts (including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.).

2.3.2. Describe how products and services being offered will be priced.

2.3.3. Provide any additional detailed related to Price as needed.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

4. Cooperative Purchasing Program: Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. (See Paragraph 1 of the Special Terms and Conditions section.) Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

_____Yes _____No If yes, state proposed percentage: _____%

5. Will payment be accepted via commercial credit card? _____Yes _____No
   a. If yes, can commercial payment(s) be made online? _____Yes _____No
   b. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
   c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
   d. If "no" to above, will consideration be given to accept the card? _____Yes _____No

5. Does your firm have a City of Tucson Business License? _____Yes _____No
   If yes, please provide a copy of your City of Tucson Business license.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on all of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Business Services Department are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.mesaaz.gov/home/showdocument?id=23638 for a listing of participating agencies. The parties agree that these lists are subject to change.

   Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

   The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Business Services Department upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

3. **INSURANCE:**

   The Contractor agrees to:

   A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

   B. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

   C. Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	

Each Occurrence	$5,000,000
General Aggregate	$5,000,000
Products & Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$5,000,000
Blanket Contractual Liability	$5,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$5,000,000
III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Professional Liability (Errors & Omissions) - In addition to I, II, III	
Each Claim	$3,000,000
Annual Aggregate	$2,000,000
VI. Environmental & Hazardous Waste - In addition to I, II, III Always check with the City's Risk Manager's Office when to use this.)	
Each Claim	$3,000,000
Annual Aggregate	$3,000,000

*[1] Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. **CLAIMS MADE INSURANCE COVERAGE:** If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

E. **ADDITIONAL INSURANCE REQUIREMENTS:** All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

F. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require (10) days written notice from the contractor to the City of Tucson. Such notice shall be sent directly to the Business Services Department – Procurement Division.

G. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

H. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Business Services Department – Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

4. PRICE ADJUSTMENT: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

5. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Business Services.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Business Services. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

10. **CONTRACT AMENDMENTS:** The Business Services Department has the sole authority to:
    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified with the approval of the Business Services Department. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Business Services Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

13. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

14. **EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et.seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and

employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. **INTERPRETATION-PAROL EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. **ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

25. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

26. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

27. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

28. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

29. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

30. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

    Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

    The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

    The Contractor's payment terms shall apply to all purchases and to all payment methods.

31. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Business Services. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

32. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

33. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

    Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

    Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

34. **RIGHT TO AUDIT:** The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

    The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.
    If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such

sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract.

35. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

36. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

37. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

38. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

39. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

40. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Business Services. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

41. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Business Services is received by the parties to this Contract, unless the notice specifies a later time.

42. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

    The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

    In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

    In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

43. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

44. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

If responding to the Water Treatment Chemicals portion of this solicitation, complete this Price Page. If only responding to other categories (and not Water Treatment Chemicals), provide pricing as described in Proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal. If responding to the Water Treatment Chemicals portion of this solicitation in addition to other categories, complete the Price Page and provide pricing for other categories as indicated in proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal.

The quantities appearing in this Price Page for Water Treatment Chemicals are only used as examples for estimated annual usage for a Participating Public Agency. They do not represent the City's actual usage and are not a guarantee of a Participating Public Agency's usage as there is no guaranteed work provided under the Master Agreement.

Example Agency #1:
Aluminum Sulfate 425,000 dry lbs.
Sodium Bisulfite 650,000 dry lbs.
Sodium Hypochlorite 1,300,000 gallons
Sodium Hydroxide 12,000 dry lbs.

Example Agency #2:
Aluminum Sulfate 65,000 dry lbs.
Sodium Bisulfite 210,000 dry lbs.
Sodium Hypochlorite 400,000 gallons
Sodium Hydroxide 75,000 dry lbs.
Citric Acid 30,000 wet lbs.
Liquid Oxygen 395,000 gallons

Example Agency #3
Sodium Bisulfite 29,000 dry lbs.
Sodium Hypochlorite 245,000 gallons

The pricing listed in this Price Page consists of 27 items and items shall be a firm fixed price.

Offeror's Name: _____

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Aluminum Sulfate Minimum Shipping Quantity_____	500,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity_____	25,000	Dry lbs	$ _____	$ _____	$ _____	$ _____

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
3.	Sodium Bisulfite Minimum Shipping Quantity_____	900,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
4.	Sodium Hypochlorite Minimum Shipping Quantity_____	2,000,000	Gal	$ _____	$ _____	$ _____	$ _____
5.	Sodium Hydroxide Minimum Shipping Quantity_____	85,000	Wet lbs	$ _____	$ _____	$ _____	$ _____
6.	Ammonia, Anhydrous Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
7.	Ammonium Hydroxide Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
8.	Chlorine Minimum Shipping Quantity_____	10,000	Gal	$ _____	$ _____	$ _____	$ _____
9.	Copper Sulfate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
10.	Ferric Sulfate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
11.	Sodium Fluoride Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
12.	Fluorosilicic Acid Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
13.	Hydorfluosilicic Acid Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
14.	Lime Foundry Quick Grade Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
15.	Lime Hydrated Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
16.	Pebble Quicklime Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
17.	Polyaluminum Chloride Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
19.	Polyphosphate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
20.	Potassium Permanganate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
21.	Powder Activated Carbon Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
22.	Sodium Hexametaphosphate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
23.	Sulfur Dioxide Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
24.	Sulfuric Acid Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
25.	Zinc Orthophosphat Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
26.	Citric Acid Minimum Shipping Quantity_____	31,700	Wet Lbs.	$ _____	$ _____	$ _____	$ _____

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
27.	Liquid Oxygen Minimum Shipping Quantity_____	396,000	Gal	$ _____	$ _____	$ _____	$ _____

* Charge per UOM Mile shall be established as distance from Offerors closest distribution facility.

PAYMENT TERMS: _____ Percent / _____ Days **DELIVERY TIME:** _____

NOTE: EXCEPTIONS TO BID
The Offeror must list on a separate sheet of paper any exceptions to the conditions of this RFP. This sheet must be labeled, "Exceptions to RFP Conditions", and must be submitted as part of Offeror's response. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. **ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.**

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

Name:_____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This _____ day of _____ 20___

_____
As Tucson City Attorney and not personally

Awarded:

This _____ day of _____ 20____

_____
As Director of Business Services and not personally

ATTACHMENTS

Attachment A

Requirements for National Cooperative Contract to be Administered by OMNIA Partners

- All Offerors responding to this solicitation should address the items in this attachment where requested.

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

EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Water Treatment Chemicals & Polymers. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made 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. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.
These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that

any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $65M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales

and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of sales persons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

   Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

   a. Minority Women Business Enterprise

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   c. Historically Underutilized Business (HUB)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's

primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;

- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners

may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES

Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

EXHIBIT D
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBIT E
CONTRACT SALES REPORTING TEMPLATE

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS

			Supplier Name:		Total Sales:	$0.00										
			Contract Number:		Admin Fee %:											
			Reporting Period:		Total Admin Fee:	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Name

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

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.

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? YES _____ 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? YES _____ 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? YES _____ 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

(I) 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 (I) 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 agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that 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: _____

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers,

employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity
A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy
A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps
For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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 tasks 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; and
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.

Prevailing Wage Requirements
When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements
If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any,

paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program,

Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. 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.

d. 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.

e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate 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

(3) Breach. 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."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, 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.

d. 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.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and

2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or

offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

    a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

    b. Changes.

    To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

    c. Access to Records.

    All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

    d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and

Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

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
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____

Date Authorized Signature and Title

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ *of the* _____
Name *City*

in the County of _____, *State of* _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ *of the firm of* _____
Title *Company Name*
the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of _____
My commission expires _____, 20____

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

EXHIBIT H
ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, 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	State 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	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State 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
MARION COUNTY SCHOOL DISTRICT
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

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4127 / FAX: (520) 791-4735
Patricia.Lucas@tucsonaz.gov
ISSUE DATE: July 26, 2024

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: THIRTEEN (13)

PL
SENIOR CONTRACT OFFICER: PATTI LUCAS

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (): PRICE ADJUSTMENT

In accordance with Contract Special Terms and Conditions Section, Paragraph 4., "Price Adjustment", the City hereby accepts the proposed price adjustment for the time period of **August 1 2024 through February 28, 2025**.

*****END OF ADDENDUM ITEMS*****

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona Inc

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

26JUL24
Signature of person authorized to sign Date

MICHAEL MITCHELL PRESIDENT
Name and Title (typed or printed legibly)

THATCHER COMPANY, INC.
Company Name

1905 FORNEY ROAD, SLC, UT
Address

MIKE.MITCHELL@TCHEM.COM
Email Address

SALT LAKE CITY UT 84101
City State Zip

Contact information for Sales/Account Representative for daily business operations:

ROBERT DUBEL
Name and Title (typed or printed legibly)

480.248.4748
Phone Number

ROBERT.DUBEL@TCHEM.COM
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 29th DAY OF July, 2024, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

0	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per mile* All Products per contract	Final Approved Price 7-30-24 through 1-31-25
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs) 11.09 Density	1115000	500,000	Dry lbs	$ 3.40	$ 0.2833
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	$ 3.40	$ 0.4182
	Soda Ash 50# Bag	2220200	42,000	Dry	$ 3.40	$ 0.360
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs 11.27 Density	2237050	900,000	Dry lbs	$ 3.40	$ 0.6180
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	$ 3.40	$ 3.7684
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Wet Lbs	1316000	85,000	Wet Lbs	$ 3.40	$ 0.2375
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	$ 3.40	$ 2.1297

7.	19% Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs. 7.72 Density	1159000	10,000	Dry Lbs	$ 3.40	$ 1.6355
8.	Chlorine Eastern Valve Minimum Shipping Quantity 24,000 LBS (Was 44,000 Lbs)	1336309	10,000	LBS (Not Gal)	$ 3.40	$ 1.4394
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	$ 3.40	$ 3.24
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 4,400 Dry Lbs (44,000 "as is" lbs)	1551000	10,000	Dry Lbs	$ 3.40	$ 1.1429
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 5280 Dry LBS (44,000 "as is" lbs)	1555000	10,000	Dry Lbs	$ 3.40	$ 1.1172
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	$ 3.40	$ 1.87
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1806000	10,000	Dry lbs	$ 3.40	$ 0.29300
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	$ 3.40	$ 0.3296

18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	$ 3.40	$ 0.63
~~19.~~	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	$ 3.40	$ 0.9078
24.	Sulfuric Acid Minimum Shipping Quantity **40,900 Dry Lbs** (44,000 "as is" lbs)15.26 Density	2363000	10,000	Dry lbs	$ 3.40	$ 0.17
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	1305000	10,000	Dry lbs	$ 3.40	$ 2.6295
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs	1354000	10,000	Wet lbs	$ 3.40	$ 1.1211
28.	Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060lbs	1730000	413,170	Wet Lbs	$ 3.40	$ 0.5820
1.	Methanol 6.61Density	1877000	7,000	Gal	$ 3.40	$ 3.25
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.40	$ 1.751

6.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.40	$ 2.29
7.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.40	$ 2.29
						$ -
	Products we are no longer bidding					
~~10C.~~	~~Ferric Sulfate 13% Iron Minimum Shipping Quantity 5720 Dry Lbs (44,000 "as is" lbs.)~~	~~1558000~~	~~10,000~~	~~Dry Lbs~~	~~3.4~~	
~~11.~~	~~**Sodium Fluoride**~~		~~10,000~~	~~**Dry lbs**~~	~~**3.4**~~	
12.	~~Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)~~	~~1722000~~	~~10,000~~	~~Dry lbs~~	~~$ 3.00~~	
~~16.~~	~~Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs~~	~~1807050~~	~~10,000~~	~~Dry lbs~~	~~3.4~~	

17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs	$ 3.00	
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs	2087100	10,000	Dry Lbs	3.4	
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs	**No Bid**	10,000	Dry lbs	3.4	
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs	**No Bid**	10,000	Dry lbs	3.4	
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2348394	10,000	Wet lbs (Not Dry)	3.4	
27.	**Liquid Oxygen** Minimum Shipping Quantity		396,000	**Gal**	3.4	
0.	Mississippi Lime	**No Bid**	48,000	Lbs	$ 3.40	
4.	Calcium Hypochlorite 2 5/8" Tabs	1282260	48,000	Dry Lbs	$ 3.40	

5.	Anhydrous Ammonia Refridge grade	1154000	18	Lbs	$ 3.40	
8.	T Chlor 10% G Bulk 4600/G Minnimum Delivery	2,433,000	12,000	G Bulk	3.4	
9.	T Chlor 10% 55G Drums 220/G Minnimum Delivry	2433100	1,100	G Drum	3.4	
10.	Ferric Chloride 38-40% 3000/# Totes 9000/# minnimum Delivery	1546150	60,000	Wet Lbs	3.4	
11.	T Floc 4063 450/# Drum 3600/# minnimum Delivery	2476100	3,600	Wet Lbs	3.4	
12.	Methanol 275G Drum 825/G minnimum delivery	1877007	6,000	Gallon	3.4	

Item# 23-0157
Munis Contract# _____

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Drinking Water Treatment Chemical Goods

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Thatcher Company of Arizona, 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 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 **Thatcher Company of Arizona, Inc.,**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall provide Drinking Water Treatment Chemicals as listed and described in Exhibit "A" attached hereto.

3. **Compensation**

A. The total amount payable to the Contractor under this Agreement, including New Mexico gross receipts tax, up to and not to exceed seven hundred ninety four thousand nine hundred thirty dollars and twelve cents ($794,930.12) for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for chemicals ordered and delivered to the City at the rate listed in Exhibit "A", a total up to seventy-nine thousand dollars ($79,000) in (FY2023) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven hundred ninety-five dollars and twenty one cents ($795.21) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for chemicals ordered and delivered to the City at the rate listed in Exhibit "A", a total up to two hundred thirty six

thousand dollars ($236,000) in (FY2024) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling two thousand three hundred seventy eight dollars ($2,378.00) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for chemicals ordered and delivered to the City at the rate listed in Exhibit "A", a total up to two hundred thirty-six thousand dollars ($236,000) in (FY2025) The New Mexico gross receipts tax levied on the amounts payable under this Agreement two thousand three hundred seventy eight dollars ($2,378.00) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for chemicals ordered and delivered to the City at the rate listed in Exhibit "A", a total up to two hundred thirty-six thousand dollars ($236,000) in (FY2026) The New Mexico gross receipts tax levied on the amounts payable under this Agreement two thousand three hundred seventy eight dollars ($2,378.00) shall be paid by the City to the Contractor.

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 negligent acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort

Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2.By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination

for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be

endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys'

fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

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

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

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

2) replace or modify the product or service so that it becomes non-infringing; or,

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

40. **Suspension, Delay or Interruption of Work**

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

41. **Notification**

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

To the City:
Public Utilities Department Director
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
Thatcher Company of Arizona, Inc.
PO Box 27407
Salt Lake City, Utah 84127407

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:
Thatcher Company of Arizona, Inc.
PO Box 27407
Salt Lake City, Utah 84127407

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: Apr 19, 2023

CONTRACTOR:
Thatcher Company of Arizona, Inc

Craig N. Thatcher
NAME

CEO
TITLE

DATE: 3/14/2023
CRS # 03-036339-00-0.
Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 3, 2023 08:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Apr 19, 2023 14:04 MDT)

EMILY OSTER, FINANCE DIRECTOR

5050385.510810 4#
AH
Org.Name/Org.#

212528-01 - Pricing Effective 2/1/2023 THROUGH 7/31/2023

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	3.2	$ 0.360
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	3.2	$ 0.4182
	Soda Ash 50# Bag (minium shipping quantity 42,000 LBS)	2220200	42,000	dry	3.2	$ 0.3914
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	3.2	$ 0.70
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	3.2	$ 4.32
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Wet Lbs	1316000	85,000	Wet Lbs	3.2	$ 0.4120
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	3.2	$ 2.4720

7.	19% Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	1159000	10,000	Dry Lbs	3.2	$ 1.6717
8.	Chlorine Eastern Valve Minimum Shipping Quantity 24,000 LBS (Was 44,000 Lbs)	1336309	10,000	LBS (Not Gal)	3.2	$ 1.4832
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	3.2	$ 3.2500
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 4,400 Dry Lbs (44,000 "as is" lbs)	1551000	10,000	Dry Lbs	3.2	$ 1.1357
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 5280 Dry LBS (44,000 "as is" lbs)	1555000	10,000	Dry Lbs	3.2	$ 1.1231
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 5720 Dry Lbs (44,000 "as is" lbs.)	1558000	10,000	Dry Lbs	3.2	No Bid

11.	**Sodium Fluoride**		10,000	**Dry lbs**	**3.2**	No Bid
12.	~~Fluorosilicic Acid~~ ~~Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)~~	~~1722000~~	~~10,000~~	~~Dry lbs~~	~~$ 3.00~~	~~No Bid~~
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	3.2	$ 2.1630
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1806000	10,000	Dry lbs	3.2	$ 0.2369
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	3.2	$ 0.2781
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs	1807050	10,000	Dry lbs	3.2	No Bid
~~17.~~	~~Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs~~	~~2481000~~	~~10,000~~	~~Wet lbs~~	~~$ 3.00~~	~~No Bid~~
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	3.2	$ 0.75

~~19.~~	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	3.2	$ 0.9270
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs	2087100	10,000	Dry Lbs	3.2	No Bid
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2348394	10,000	Wet lbs (Not Dry)	3.2	No Bid
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	2363000	10,000	Dry lbs	3.2	$ 0.2266
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	1305000	10,000	Dry lbs	3.2	$ 1.8025
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs	1354000	10,000	Wet lbs	3.2	$ 1.2360
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	3.2	No Bid

28.	Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060lbs	1730000	413,170	Wet Lbs	3.2	$ 0.5820
						$ -
						$ -
						$ -
1.	Methanol	1877000	7,000	Gal	$ 3.20	$ 2.2660
2.	Mississippi Lime	**No Bid**	48,000	Lbs	$ 3.20	No Bid
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.20	$ 1.7510
4.	Calcium Hypochlorite 2 5/8" Tabs	1282260	48,000	Dry Lbs	$ 3.20	$ 2.9355
6.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.20	$ 2.2900
7.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.20	$ 1.9900

$ -	#REF!

City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505
www.santafenm.gov/water

Jesse Roach PE PhD, Director

Rick Carpenter, BDD Facility Manager
John Del Mar PE, Engineering Manager
Jonathan Montoya, Source of Supply Manager
Mike Moya, Transmission and Distribution Manager
Bill Schneider PG, Water Resources and Conservation Manager

MEMO

Date: February 28, 2023

To: PW-PUC/Finance/City Council

Via: Jesse Roach, Interim PUD/Water Division Director JR

From: Jonathan Montoya, Source of Supply Operations Manager JM

Re: Request approval 4-year agreement with Thatcher Company of Arizona for Water Treatment Chemicals; and approval of a Budget Adjustment Request/ Increase from Cash Balance.

ITEMS

Source of Supply staff is requesting approval of 4 year contract with Thatcher Chemical to procure chemicals for the treatment of drinking water at the Canyon Road Water Treatment Plant in the amount of 794,930.12 including nmgrt. Source of Supply is also requesting approval of accompanying BAR to fund partially fund this agreement for the remainder FY23.

SUMMARY

Due to an abundance of fall monsoonal run off and recent snow events, it is anticipated that that we will need to treat more water than previously predicted this fiscal year at the Canyon Road Water treatment plant. This increase in water production is necessary to allow for flexible operation or our reservoirs while maintaining enough storage space accommodate spring runoff and maximize our resources on the Santa Fe river. This has also impacted our available funding for chemicals on our current PO's which at our current production rate will push the amounts over the $60,000 threshold on most. Staff is requesting approval of a 4-year agreement with Thatcher Company of Arizona, utilizing the City of Tucson Arizona's RFP/Contract #212528 as our procurement method. This procurement meets the chemical needs for the Canyon Road Water Treatment Plant. Thatcher Chemical currently supplies a wide range of chemicals used for drinking treatment including Aluminum Sulfate, Sodium Carbonate and various polymers used in our treatment process. In addition, staff is also requesting a approval of the accompanying BAR to fund this agreement thru the remainder of FY23.

Agreement breakdown below,

- FY23-$ 79,000 plus nmgrt
- FY24-$236,000 plus nmgrt
- FY25-$236,000 plus nmgrt
- FY26-$236,000 plus nmgrt

PROCUREMENT METHOD:
The City of Santa Fe CRWTRP is utilizing the RFP # / Contract # 212528 from the City of Tucson, Arizona.

CONTRACT NUMBER:
The Munis contract number is 3203937.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Water Enterprise Fund/#500
Munis Org Name/Number: Source of Supply / #5050385
Munis Object Name/Number: Chemical Services / #510810

ACTION REQUESTED: RECOMMENDED ACTION

1. Please approve 4 year contract with Thatcher Chemical Company in the Amount of $794,930.12 inclusive of nmgrt to procure chemicals for the treatment of drinking water at the Canyon Road Water treatment Plant.
2. Please approve accompanying BAR from the Water Enterprise Fund Cash Balance to the Water Division Source of Supply Operating Budget in the amount of $71,500.

Log # {Finance use only}:	
Batch # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME	DATE
PUD/ Water/ SOS	3/3/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Chemicals	5050385	510810		71,500	
				71,500	0
REVENUES				{enter as negative #}	{enter as positive #}
				$ 71,500	$ -

--Attach supporting documentation/memo

Increase from Water Enterprise Cash Balance for the purchase of Water Treatment Chemicals for the remainder of FY 2023.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(71,500)
TOTAL:	

Maya Martinez — Prepared By {print name} — 3/3/2023 Date

3/3/2023 — Division Director Signature {optional} — Date

3/3/2023 — 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 — 3/3/23 Date

Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203937**

Contractor: **Thatcher Company of Arizona**

Description: **Water Treatment Chemicals**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **upon approval** Term End Date: **06/30/26**

[☑] Approved by Council Date: **pending**

Contract / Lease: **FY 23 - $79,000; FY 24, FY 25, FY 26 each $236,000 plus grt Total $794,930.12**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Original Contract $794,930.12

3. **Procurement History:** _____

Purchasing Officer Review: Mar 16, 2023 Date:

Comment & Exceptions: Approval to utilize existing contract as a procurement method is attached.

4. **Funding Source:** **Water Enterprise Fund** **Org / Object:** **5050385.510810**

Andy Hopkins
Andy Hopkins (Mar 16, 2023 10:37 MDT)
Budget Officer Approval: Mar 16, 2023 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Maya Martinez** Phone # **505-955-4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/22/2022

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, Inc.
6967 South River Gate Drive, #200
Salt Lake City UT 84047

CONTACT NAME: Carolyn Maldonado
PHONE (A/C, No, Ext): 801-290-3181 **FAX (A/C, No):**
E-MAIL ADDRESS: Carolyn_Maldonado@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B : National Union Fire Insurance Company of Pittsburg	19445
INSURER C : New Hampshire Insurance Company	23841
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THATCOM-01
Thatcher Company, Inc.
P O Box 27407
Salt Lake City,, UT 84127

COVERAGES **CERTIFICATE NUMBER:** 1287033362 **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:			EG14246248-04	4/1/2022	4/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION LEGAL	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			CA4489610	4/1/2022	4/1/2023	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	$ $
C	**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		WC015893603	4/1/2022	4/1/2023	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 GL/Pollution			EG14246248-04	4/1/2022	4/1/2023	Limit Deductible Aggregate	$1,000,000 $50,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of insurance subject to the terms and conditions of the policy
Named Insured's:
Thatcher Company, Inc.
Thatcher Group, Inc.
Thatcher Transportation, Inc.
Thatcher Company of Arizona, Inc.
Thatcher Company of California, Inc.
Thatcher Company of Montana, Inc.
See Attached...

CERTIFICATE HOLDER

Proof of Coverage

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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AG NCY CUSTOM R ID: THATCOM-01

LOC #:

ADDITIONAL R MARKS SCH DUL

AG NCY	NAM D INSUR D
Arthur J. Gallagher Risk Management Services, Inc.	Thatcher Company, Inc. P O Box 27407 Salt Lake City,, UT 84127
POLICY NUMB R	
CARRI R / NAIC COD	FF CTIV DAT :

ADDITIONAL R MARKS

THIS ADDITIONAL R MARKS FORM IS A SCH DUL TO ACORD FORM,

FORM NUMB R: 25 FORM TITL : CERTIFICATE OF LIABILITY INSURANCE

Thatcher Company of Nevada, Inc.
Thatcher Company of New York, Inc.
Thatcher Chemical of Florida, Inc.
Thatcher Pharmaceuticals, Inc.
Thatcher Company of North Dakota, Inc.

All carriers are rated A XV

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Thatcher Company of Arizona

Procurement Title: Water Treatment Chemicals - City of Tucson RFP/Contract #212528

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

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

Department Requesting Public Utilities Department Staff Name Jonathan Montoya

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Jonathan Montoya
Jonathan Montoya (Mar 3, 2023 10:29 MST)

Public Utilities Dept / Jonathan Montoya, Department Rep Printed Name (attesting that all information included)	Source of Supply Manager Title	3/3/2023 Date
	Contracts Supervisor Title	Mar 16, 2023 Date

Purchasing Officer (attesting that all information is reviewed)

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

*

From: MONTOYA, JONATHAN M.
To: MARTINEZ, MAYA F.; CHAVEZ, JESSICA J.
Subject: FW: Contract piggyback Question City of Santa Fe
Date: Tuesday, January 24, 2023 2:58:18 PM
Attachments: image005.png
image001.png

I'm just waiting for them to add the soda ash bags to the language which they said shouldn't take more than a week or two. See the links below with the contract docs.

From: Robert Dubel <Robert.Dubel@tchem.com>
Sent: Thursday, January 19, 2023 10:07 AM
To: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Subject: RE: Contract piggyback Question City of Santa Fe

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.

Jonathan, yes this is a contract anyone can join at any time. Here are the resources for your review including the contract details and offerings:

Keep in mind we will need to add the soda ash bags with Tucson approval.

https://www.omniapartners.com/publicsector/suppliers/thatcher-chemicals/contract-documentation#c39074

https://www.omniapartners.com/publicsector/contracts?contracts%5Bsearch%5D%5Bcategory%5D=83

You can go to Omniapartners.com

1. Contracts
2. Brows by category> Water Treatment
3. Scroll down to find Thatcher v

	Water Treatment Chemicals (Polymers and Misc.)	09/30/2023	09/30/2025	City of Tucson, AZ

Thank you!

Robert Dubel
Thatcher Company of Arizona/New Mexico
6321 South Rainbow Road
Buckeye, AZ 85326

Robert.dubel@tchem.com
Office 623-691-6499
Mobile 480-248-4748
www.tchem.com

From: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Sent: Thursday, January 19, 2023 9:09 AM
To: Robert Dubel <Robert.Dubel@tchem.com>
Subject: FW: Contract piggyback Question City of Santa Fe

Hello Robert, it looks like we may be able to use the contract you sent me. See the message I received from our purchasing folks

below. Would you be able to get me a copy of the actual contract and do you think Tucson will allow us to use their procurement contract for a piggyback?
Let me know.

Jonathan

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Wednesday, January 18, 2023 4:07 PM
To: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>; CHAVEZ, JESSICA J. <jjchavez@santafenm.gov>
Subject: RE: Contract piggyback Question

Jonathan
We could use the procurement and piggyback. We will need an actual copy of the agreement, it looks like these are the addendums. We will also need approval from the Entity and the contractor allowing and honoring the price in the contract.
m

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-699-1948
Fax 505-955-4275
mfmartinez@santafenm.gov

From: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Sent: Wednesday, January 18, 2023 4:02 PM
To: CHAVEZ, JESSICA J. <jjchavez@santafenm.gov>; MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Subject: Contract piggyback Question

Hi there, quick question are we allowed to piggyback off bids and contracts from other cities in other states? One of our chemical vendors is under contract with the City of Tucson, AZ. Attached is what they sent me.
Jonathan

From: Robert Dubel <Robert.Dubel@tchem.com>
Sent: Tuesday, January 17, 2023 2:52 PM
To: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Subject: RE: Jonathan Montoya Contact info

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.

Here is the current Omnia contract offering. Let me know if it works and we need to add the Soda Ash Bags.

Thank you!

Robert Dubel
Thatcher Company of Arizona/New Mexico
6321 South Rainbow Road
Buckeye, AZ 85326

Robert.dubel@tchem.com

Office 623-691-6499
Mobile 480-248-4748
www.tchem.com

From: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Sent: Tuesday, January 17, 2023 2:50 PM
To: Robert Dubel <Robert.Dubel@tchem.com>
Subject: Jonathan Montoya Contact info

Jonathan Montoya
Source of Supply Operations Manager
City of Santa Fe, Source of Supply
1780 Canyon Road, Santa fe, NM, 87501
Office: 505-955-4373
jmmontoya@santafenm.gov

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CONTRACT SUMMARY DOCUMENT

Contract # 212528
Contract Title: Water Treatment Chemicals (Polymers and Misc.)

Shared Services - Procurement and OMNIA Partners have awarded a contract for the purchase of *Water Treatment Chemicals (Polymers and Misc.).* Contractors are as follows:

Good/Service	Contractor	Purchase Order #	Contact person	Contractor Address
Water Treatment Chemicals (Polymers and Misc.)	Thatcher Company of Arizona, Inc.	42236	Robert Dubel Robert.Dubel@tchem.com Phone: (480) 248-4748 Fax: (623) 691-6502	P.O. Box 27407 Salt Lake City, UT

How to use this contract:

Summary Description	The City of Tucson is requesting proposals from qualified and experienced firms to provide **WATER TREATMENT CHEMICALS (POLYMERS AND MISC.).** Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified supplies and materials. **National Contract** The City of Tucson, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation 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. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement. OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits. OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over $100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor

	that directly promotes the Contractor's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment A). The City of Tucson anticipates spending approximately $1.25 Million over the full potential Master Agreement term for Water Treatment Chemicals. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Water Treatment Chemicals purchased under the Master Agreement through OMNIA Partners Public Sector is approximately $65 Million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.
Products	**1. WATER TREATMENT CHEMICALS** A. GENERAL REQUIREMENTS These requirements are broad for the City and Participating Public Agencies utilizing the Master Agreement outside of the City. Contractor(s) warrant that chemicals provided as a result of this RFP: i. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals; ii. Conform to the general chemical specifications contained herein; iii. Are suitable for wastewater treatment; iv. Are free from adulterants or impurities of any kind; and v. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation. If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the City or Participating Public Agencies, promptly replace with item that meets specifications. Contractor(s) understand and acknowledge that the City and other Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City and Participating Public Agencies' ability to provide timely services, which may affect the health and welfare of the public served by the City and Participating Public Agencies. In the event of product shortages at any point from production to delivery, Contractor(s) agree and affirm that the City and Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City and Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations.

The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specified in this paragraph or elsewhere in this RFP shall constitute a breach of contract.

The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the City and Participating Public Agencies specifications will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event a Contractor is unable to promptly furnish the chemical of the acceptable quality; the Participating Public Agencies will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agencies will be charged to the Contractor either as a credit against an outstanding invoice or billed to the Contractor for immediate payment.

GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be an overview of the types of chemicals that are available under the Master Agreement. The City and/or Participating Public Agencies specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Ammonia, Anhydrous

The product furnished shall be chemically pure anhydrous, 99.98% free ammonia, free from impurities, which might cause hazards or stoppage of the operation of standard ammonia feed equipment.

ii. Ammonium Hydroxide

Chemical strength shall be at a minimum 20%

iii. Chlorine

The product furnished shall be chemically pure anhydrous, 99.5% by volume free chlorine, free from impurities, which cause hazards, or stoppage in the operation of standard chlorinating equipment. The Contractor(s) at a minimum shall adhere to the recommendations in the current edition of the Chlorine Institute's Pamphlet 17 Packaging and Shipping Plant Safety and Operational guides for receiving, inspecting, testing and reconditioning chlorine cylinders, ton containers, valves and fusible plugs.

iv. Copper Sulfate

Copper Sulfate shall be standard commercial fine crystal grade of copper sulfate pentahydrate containing at least 99% of CuSo4.5H20. The percentage of elemental copper shall not be less than 25% and insoluble matter shall not exceed 0.5%. Certification or quality assurance of mesh size must be provided.

v. Ferric Sulfate

Ferric sulfate solution is a reddish brown liquid that is manufactured from a high purity, mined magnetic iron ore, virgin sulfuric acid, water, and liquid oxygen. The solution must comply with the AWWA standard for ferric sulfate (B406) and is NSF/ANSI Standard 60 certified for use in potable water and municipal and industrial wastewater.
The following types should be provided:

(a) Ferric Sulfate 10% Fe

(c)	Appearance	Dark Liquid
(d)	Fe (III)	10.25 ± 0.25%
Fe (II)		< 0.15%
Specific Gravity (25°C)		1.44 typical
pH		< 2
Free Acid		< 0.25%
Freezing Point		< 0° F
Water-Insoluble Matter		< 0.1%

(b) Ferric Sulfate 12% Fe

Appearance	Dark Liquid
Fe (III)	12.2 -13.0%
Fe (II)	< 0.1%
Specific Gravity (25°C)	1.55 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

(c) Ferric Sulfate 13% Fe

Appearance	Dark Liquid
Fe (III)	13.0 ± 1%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.6 typical
pH	< 2
Free Acid	< 0.5%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

vi. Sodium Fluoride

It is a white odorless material available either as a powder or in the form of crystals of various sizes.

vii. Fluorosilicic Acid

Fluorosilicic Acid is a 20 to 35 percent aqueous solution. It is a colorless to straw yellow, transparent, fuming, corrosive liquid. It has a pungent odor and irritating action on the skin.

viii. Hydorfluosilicic Acid

The product furnished shall not be less than 23% solution Hydorfluosilicic acid H_2SiF_6.

ix. Lime Foundry Quick Grade

The quick lime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Material shall contain a minimum of 85% available calcium oxide. The insoluble matter shall not exceed 2% by weight. Material is to be crushed and screened so that none shall be retained on a 5/16" sieve. Not more than 2%, 15%, 80% by weight shall bass a No. 20, No. 14, No. 6 US standard sieve, respectfully.

x. Lime Hydrated

The hydrated lime shall be white in color, dry, and the best quality. Water soluble calcium oxide equivalent shall not be less than 68% CaO by weight. Insolubles shall not exceed 5% by weight. The lime shall contain no magnesium in excess of an amount equivalent to 1-1/2% of magnesium oxide MgO.

xi. Pebble Quicklime

The quicklime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Quick lime shall be supplied in pulverized for known as granular type. It shall be of best quality, highly reactive, freshly burned, substantially free of core, as dirt or unburned stone. The lime to be used for post lime treatment shall be high calcium granular suitable for conditioning wastewater treatment plant sludge and for pH and alkalinity control in the water treatment process. Material shall contain a minimum of 90% available calcium oxide, and shall be the quality known as "quick slaking", readily disintegrating into a suspension without objectionable amounts of un-dissolved or un-slaked materials. Insoluble matter shall not exceed 2% by weight. It shall not contain floating insoluble particles that are of a nature that cannot be captured and retained by the slaker grit removal system which operates on the basis of gravity separation. For each delivery, Contractor(s) shall provide a certification of analysis of the following: slaking test, objectionable insoluble matter test, gradation test, loss of ignition test and available calcium oxide test. The slaking rate shall be that a temperature of 40◦C shall occur in 3 minutes or less and the reaction shall be complete within 6 minutes regardless of the calcium oxide content. Material is to be crushed and screened so that none shall be retained on a ¼" sieve screen and not more than 25% passing a No. 100 US standard mesh screen and shall contain no mineral or organic substances in quantities that will adversely affect the percent available calcium oxide when tested in accordance with AWWA Standard for Quicklime and Hydrated Lime. The method employed to test materials furnished under this contract shall conform to AWWA Standard B202-93, or the latest revisions, unless otherwise noted by Participating Public Agency.

xii. Polyaluminum Chloride or Polyaluminum Hydroxychlorosulfate

Aluminum salts used in coagulation and sedimentation processes. The Polyaluminum chloride must be liquid in form and easily applied via metering pumps. It shall not contain particles of sand, grit, coke, clay or gelatinous

material in sizes that will clog flow regulating valves and appurtenances or accumulate as sludge in the storage tanks. Contractor(s) will be responsible for removing (at their expense) excessive PACL residual accumulations from the storage tanks at the water treatment plants. The polyaluminum chloride (PACL) must be completely water soluble and not significantly depress the treated water pH. The pH of the liquid PACL solution must be greater than 2.3. Aluminum concentration (expressed as % of Al203) shall exceed 9%. Basicity shall exceed 70%. Sulfates (expressed as % SO4) shall be minimum of 1.7% Freezing temperature shall be less than -12◦C. Unless Contractor supplies two approved PACL products:

a. for the winter season with a freezing temperature less than -12◦C

b. for the rest of the contract period with a freezing temperature less than 0◦C
Polyaluminum chloride shall not emit any organic odors. Poly aluminum chloride must not contain any amounts of natural or synthetic polymers. Suppler must be capable of providing technical support, including on-site jar testing and training as specified by the plant operators. The Contractor's technical support person(s) shall be available for on-site technical support within 24 hours of notification. Such technical person(s) name, experience related to using PACL, as a primary coagulant in drinking water treatment plants. Home/office address and telephone numbers will need to be provided to each Participating Public Agency for their local area. Contractor must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

xiii. Polyphosphate

For corrosion control and reduction of soluble lead in drinking water

xiv. Potassium Permanganate

Chemical must be free flowing grade with KMnO4 content of 97% or higher with a bulk density of approximately 100 pounds per cubic foot. The bulk density shall be relatively dust free in handling. The specific gravity will be equal to 1.039 of a 6% solution by weight at 68◦F/20◦C. The chemical must be stable in storage for at least three years

xv. Powder Activated Carbon

As prescribed in AWWA Standard B600-05.

xvi. Sodium Hexametaphosphate

The material shall be supplied in granular form-approximately 95% finer than US sieve #4 and 95% larger than US sieve #12.

xvii. Sodium Permanganate

Similar to potassium permanganate, liquid in form NaMnO4

xviii. Sulfur Dioxide

The product furnished shall be chemically pure 99.98% Sulfur Dioxide, free

from adulterants or impurities. Oil and other residue content shall not exceed 60◦F (15.5◦C) shall not exceed 100 ppm. Acidity shall not exceed 20 ppm. Typical physical and chemical properties shall be:

a. Vapor Pressure at 60◦F (15.5◦C) (of gas) 40.3 psi
b. Specific Gravity (liquid) at 60◦F (15.5◦C) 1.39
c. Boiling point at 1 atm 14◦F (-10◦C)
d. Solubility in water at 60◦F (15.5◦C) & 1 atm 11.7% by wt.
e. Color shall be water white

xix. Sulfuric Acid

Chemical strength shall be 93% and chemical shall be 66◦ Baum.

xx. Zinc Orthophosphate

The product furnished shall conform to the following content:

a. Color-water white
b. Odor-none
c. Density-11.4
d. Chlorine demand-none
e. Zinc Concentration- 3% as Zn +/-0.5%
f. Phosphate concentration- 33% as PO4 +/-0.5%
g. Phosphate to Zinc ration- 11 : 1

xxi. Citric Acid

The product furnished shall conform to the following content:

a. 50% solution, bulk delivery

xxii. Liquid Oxygen

The product furnished shall conform to the following content:

a. Oxygen Purity: ≥ 99.5% by weight
b. Specific Gravity at 1 atmosphere: ≈1.14
c. Dew Point: < -82° F
d. Water content: < 6.6 ppmv
e. THC (as methane): < 25 ppmv
f. Particulate size: < 10 micron (filtered)
g. The LOX shall conform to the American Water Works Association (AWWA) Standard B304-08, “Liquid Oxygen for Ozone Generation for Water, Wastewater, and Reclaimed Water Systems”.
h. The LOX shall conform to the Compressed Gas Association (CGA), Specification G-4.3 (most recent edition) for quality verification level of Grade D or better Type II liquid oxygen.
i. The LOX shall contain no soluble organic or inorganic substances in quantities capable of producing deleterious or injurious effects on health of those coming into contact with the treated water.

E. TECHNICAL SPECIFICATIONS

i. For Aluminum Sulfate (Alum)

a. General

The Contractor(s) shall ensure all loads of Liquid Aluminum Sulfate meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Aluminum Sulfate transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

If an Offeror is responding to the Water Treatment Chemical portion of this solicitation, Offeror shall provide unit cost in $/lb. of "dry alum". For the purposes of these Specifications, "dry alum" is $Al_2(SO_4)_3 \cdot 14H_2O$.

The Contractor(s) shall bill by weight of dry alum delivered in lb. The Contractor(s) shall calculate the weight of dry alum delivered in each shipment, and the extended cost of each shipment as follows:

1. wt. of dry alum in ship, in lb = (wt. of Liq. Alum. Sulf. in ship, in lb.) (dry alum conc., in %, by wt.)
2. cost of shipment, in $ = (wt. of dry alum in shipment, in lb)(unit cost, in $/lb of dry alum)

The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following (unless specified otherwise by City or Participating Public Agency):

1. date of delivery
2. Bill of Lading Number, or other mechanism to definitively link the invoice to a delivery
3. the net weight of Liquid Aluminum Sulfate delivered in pounds
4. the weight percentage of dry alum in the Liquid Aluminum Sulfate delivered
5. the weight of dry alum in the shipment, in pounds
6. the cost of the shipment, in dollars

b. Compliance with Standards

1. The Liquid Aluminum Sulfate shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B403, Aluminum Sulfate - Liquid, Ground, or Lump except as modified or supplemented herein. Non-conformance with ANSI/AWWA B403 shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

2. The Liquid Aluminum Sulfate shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award.
3. If ANSI/NSF Standard 60 certification for Liquid Aluminum Sulfate is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this

certification shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. The Liquid Aluminum Sulfate shall be produced from ore, not from reclaimed aluminum metal.
2. During the life of the Master Agreement, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality. One item of particular concern are manufacturing processes or materials impacting the concentration of impurities. The Liquid Aluminum Sulfate shall be of such clarity as to permit the reading of flow-measuring devices without difficulty.

3. The Liquid Aluminum Sulfate shall contain water-soluble aluminum of not less than 4.23% as Al, or 8.0% as Al_2O_3, by weight. The literature specific gravity of Liquid Aluminum Sulfate at the minimum concentration is 1.32.

4. The Liquid Aluminum Sulfate shall contain less than or equal to 0.2% water-insoluble matter by weight.

5. The Liquid Aluminum Sulfate shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. A Contractor shall reimburse the City or Participating Public Agency(s) for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Aluminum Sulfate shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Aluminum Sulfate, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this Master Agreement.

   Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Aluminum Sulfate supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Aluminum Sulfate supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, the

concentration of certain metals in the Liquid Aluminum Sulfate shall be limited as follows:

Impurity	Maximum Concentration in mg/kg	Maximum Reporting Detection Limit in mg/kg
total antimony	250	50
total arsenic	200	40
total barium	3000	600
total beryllium	200	40
total boron	250	50
total cadmium	5	1
total chromium	100	20
total copper	10	2
total iron	1000	200
total lead	5	1
total manganese	200	40
total mercury	0.02	0.004
total molybdenum	10	2
total nickel	40	8
total selenium	5	1
total silver	40	8
total thallium	25	5
total zinc	100	20

9. The City and Participating Public Agencies reserves the right to add other impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the liquid Aluminum Sulfate must contain less than 20 μg of per chlorate/L.

11. Before the initial delivery, Contractor(s) shall sample the Liquid Aluminum Sulfate from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. specific gravity, at 20 °C
    D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
    E. aluminum concentration, in % Al, by weight,
    F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
    G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
    H. water-insoluble matter concentration, in %, by weight, and
    I. all of the metals in the table above, in mg/kg (Note: The reporting detection limit for each metal must be less than or equal to the maximum reporting detection limit listed in the table

above.)

12. The Contractor(s) shall supply the requesting Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed and dated by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Aluminum Sulfate (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Aluminum Sulfate contained less than 20 μg per chlorate/L. Contractor(s) may use analytical data generated by the Contractor(s) of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.
14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of a Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City or Participating Public Agency):

   A. date of delivery,
   B. bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Aluminum Sulfate in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Aluminum Sulfate in the delivery vehicle in pounds

   The dry weight in pounds must match what the dry weight in pounds will be on the Contractor's Invoice.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

A. production lot number,
B. date of manufacture,
C. specific gravity, at 20 °C
D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
E. aluminum concentration, in % Al, by weight,
F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
H. water-insoluble matter concentration, in %, by weight,

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) shall include any charges for the Certificates in their price submitted as part of their response to this solicitation.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Aluminum Sulfate to the City or Participating Public Agency as a “bulk” liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Aluminum Sulfate delivered in pounds. Unless otherwise stated by the City or Participating Public Agency: the City and/or the Participating Public Agency shall assume the weight of the Liquid Aluminum Sulfate delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Aluminum Sulfate in the delivery vehicle; and the Contractor(s) shall also ensure the complete transfer of Liquid Aluminum Sulfate from the delivery vehicle to the City’s or Participating Public Agency’s storage tanks.

5. The Liquid Aluminum Sulfate shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a “quick connect” to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Aluminum Sulfate shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Aluminum Sulfate in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless stated otherwise). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City and Participating Public Agencies reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Aluminum Sulfate is delivered.

10. The City and Participating Public Agencies reserve the right to subject samples of the Liquid Aluminum Sulfate to analysis to determine if the Liquid Aluminum Sulfate meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

    If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Aluminum Sulfate, the Contractor(s) shall remove and replace any and all non-conforming Liquid Aluminum Sulfate within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Aluminum Sulfate and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

ii. For Soda Ash (Sodium Carbonate, Dry)

a. General

1. The Contractor(s) shall ensure all loads of Soda Ash meet the all requirements of this Master Agreement and these specifications. All specifications apply to the Soda Ash transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) submitting for Water Treatment Chemicals, shall submit unit and extended costs in $/lb. of Na_2CO_3 (dry) as part of their response to this solicitation.

3. Contractor(s) shall bill by weight of Na_2CO_3 delivered in lb.

4. Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery,
B. weight of Soda Ash delivered, in lb.
C. unit price, and
D. extended cost (lb. x unit price)

b. Compliance with Standards

1. The Soda Ash shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B201, Soda Ash, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B201 shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach

2. The Soda Ash shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award. The Contractor(s) shall supply evidence of this certification throughout the term of the Master Agreement.
   a. If ANSI/ NSF Standard 60 certification for Soda Ash is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach.

   b. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Soda Ash that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Soda Ash shall be a dry, white powder containing no large lumps or crystals. It shall be free flowing and suitable for storage in closed vessels and for feeding with a standard dry feeder.

3. The apparent density of the Soda Ash shall be 0.9 to 1.1 g/cm^3 (56.2 to 68.7 lb/ft^3), dense soda ash.

4. The Soda Ash shall contain greater than 99 percent sodium carbonate (Na_2CO_3) by weight.

5. The Soda Ash shall contain less than 0.05 percent insoluble matter by weight.

6. The Soda Ash shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

7. The Soda Ash shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Soda Ash, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Soda Ash supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

8. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Soda Ash shall be limited as follows:

Metal Impurity	Maximum Concentration, in mg/kg	Maximum Reporting Detection Limit in mg/kg
total antimony	1000	200
total arsenic	500	100
total barium	10000	2000
total beryllium	500	100
total boron	1000	200
total cadmium	15	3
total chromium	250	50
total copper	30	6
total iron	2500	500
total lead	15	3
total manganese	500	100
total mercury	0.10	0.02
total molybdenum	20	4
total nickel	100	20
total selenium	25	5
total silver	100	20
total thallium	100	20
total zinc	300	60

9. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels to protect the treatment process and facility, and to meet all permit limits and water quality standards. The Contractor(s) shall make all changes necessary to meet such listings or levels.

10. Before the initial delivery, the Contractor(s) shall sample the Soda Ash from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. Soda Ash production lot or batch number,
    B. date of manufacture,
    C. apparent density, in $lb/ft^{3,}$
    D. sodium carbonate, Na_2CO_3, in percent, by weight,
    E. insoluble matter, in percent, by weight, and
    F. all of the total metals listed in the table above.

    Note: The reporting detection limit for each metal must be less than or equal to the maximum listed in the table above.

11. A Contractor shall supply the City or Participating Public Agency a

detailed report for the sampling and analysis described above (unless otherwise indicated by City or Participating Public Agency). The report shall contain a statement, signed by a management-level representative of the Contractor, certifying that the sample supplied to the laboratory was unaltered and representative of the Soda Ash (to be) delivered to the City or Participating Public Agency.

12. A Contractor shall complete the sampling and analysis processes described above once per year in the month of the anniversary of the initial test, and after any changes in the manufacturing of the Soda Ash that may impact quality or the concentration of any impurity.

13. A Contractor shall submit the initial report before the delivery of the first shipment. Failure of the Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

A. date of delivery,
B. gross weight of delivery vehicle and Soda Ash in pounds,
C. tare weight of delivery vehicle in pounds, and
D. net weight of Soda Ash in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

A. Soda Ash production lot or batch number,
B. date of manufacture,
C. apparent density, in lb/ft^3
D. sodium carbonate, Na_2CO_3, in percent, by weight,
E. insoluble matter, in percent, by weight, and
F. date of certificate.

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. A Contractor responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their proposal price.

e. Delivery Logistics

1. The Contractor(s) shall measure delivery quantities as the total weight of Soda Ash delivered in pounds. The City or Participating Public Agency shall assume the weight of the Soda Ash delivered

(transferred to the City or Participating Public Agency) is equal to net weight of the Soda Ash in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Soda Ash from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

2. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Soda Ash is delivered.

3. The City or Participating Public Agency reserves the right to subject samples of the Soda Ash collected before the chemical enters the storage tank to analysis to determine if the Soda Ash meets the City's or Participating Public Agency's specifications. The Contractor shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Soda Ash, the Contractor(s) shall remove and replace any and all non-conforming Soda Ash within 24 hours of being notified without additional cost to the City or Participating Public Agency.

   Alternatively, the City or Participating Public Agency may remove the Soda Ash and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor may not charge for delivered material the City or Participating Public Agency rejects.

4. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

5. The tank truck must be sealed and equipped with a self-contained system to deliver all the Soda Ash in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by the City or Participating Public Agency).

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF.

7. All appurtenant valves, pumps, and discharge hoses used for the

delivery of Soda Ash shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

9. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

10. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iii. For Sodium Bisulfite

Note: These specifications are for 37.5-40% liquid sodium bisulfite.

a. General

1. All deliveries of liquid sodium bisulfite must conform to the specifications of this contract. All quality specifications apply to the product transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. The Contractor(s) shall measure delivery quantities as the total weight of product (solution) delivered in pounds. The Contractor(s) shall bill by weight of $NaHSO_3$ in pounds. The Contractor(s) shall calculate the weight of $NaHSO_3$ in each shipment as follows:

   A. wt. of $NaHSO_3$ in shipment, in lb = (shipment wt., in lb)($NaHSO_3$, in % by wt.)
   B. cost of shipment, in $ = (wt. of $NaHSO_3$ in shipment, in lb)(cost of $NaHSO_3$, in $/lb of $NaHSO_3$)

3. The Successful Supplier(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

   A. Date of delivery
   B. Gross weight of delivery vehicle and product in pounds
   C. Tare weight of delivery vehicle in pounds
   D. Net weight of product in the delivery vehicle in pounds

   The City or Participating Public Agency shall assume the weight of the product (solution) delivered (transferred to the City or Participating Public Agency) is equal to net weight of the product in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of product from the delivery vehicle to the City's or Participating Public Agency's storage vessels.

   All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

4. The Contractor shall submit invoices to the City or Participating Public Agency that include the following:

A. Date of delivery
B. The weight of product (solution) delivered in pounds
C. The weight of percentage of $NaHSO_3$ in the solution delivered
D. Calculation of the weight of $NaHSO_3$ in the shipment, in pounds
E. Calculation of the cost of the shipment, in dollars

5. Offeror(s) shall bid unit and extended costs in $/lb of $NaHSO_3$

b. Chemical Composition/Impurities

1. The liquid sodium bisulfite shall be clear and shall contain less than or equal to .5% insoluble matter by weight.

2. 37.5-40% liquid sodium bisulfite, the liquid sodium bisulfite shall contain 37.5% to 40% sodium bisulfite (23.1% to 24.69% available sulfur dioxide) by weight. The specific gravity of the liquid sodium bisulfite shall be 1.307 to 1.330 (at 60 °F).

3. The liquid sodium bisulfite shall contain less than or equal 2% sodium sulfate by weight.

4. The liquid sodium bisulfite shall not contain any impurity in sufficient quantities that causes or may cause, by the normal usage of the liquid sodium bisulfite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.

5. The liquid sodium bisulfite shall not contain any foreign matter that may damage the City's or Participating Public Agency's equipment or facility. This includes foreign matter that may be present as a result of shipment or transfer from the Contractor's equipment. The Contractor shall reimburse the City or Participating Public Agency for any damages or costs incurred from such foreign material.

6. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the liquid sodium bisulfite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

Impurity	**Maximum concentration in mg/L**	**Maximum reporting detection limit in mg/L**
Total antimony	75	15
Total arsenic	50	10
Total barium	1000	200
Total beryllium	50	10
Total boron	75	15
Total cadmium	2	0.4
Total chromium	20	4
Total copper	4	0.8

Total iron	50	10
Total lead	1	0.2
Total manganese	40	8
Total mercury	0.01	0.002
Total molybdenum	2	0.4
Total nickel	10	2
Total selenium	3	0.6
Total silver	10	2
Total thallium	10	2
Total zinc	30	6

7. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity level to the existing listings as is required to meet all permit limits and water quality standards.

8. Notwithstanding any other requirements of this specification, impurities in the liquid sodium bisulfite shall be limited as follows:

9. Any water used to make up the liquid sodium bisulfite must contain less than 20 µg per chlorate/L.

10. The Contractor(s) shall ensure all loads of the liquid sodium bisulfite meet the requirements of Items H) and I) above. Before the initial delivery, the Contractor(s) shall sample the liquid sodium bisulfite from a typical lot and determine all the constituents listed in Item I) and specific gravity. The sampling shall conform to industry standard practices. The analytical laboratory and their sample preparation and analysis methods must be acceptable to the City or Participating Public Agency. The reporting units and maximum analytical reporting detection limits are listed in Item H) above.

11. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the typical product (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the liquid sodium bisulfite contain less than 20 µg per chlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or the Contractor(s) may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

12. The Contractor(s) shall complete the sampling and analysis processes described above in Items J) and K) once per calendar quarter during the life of the contract. The requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each report to the City or Participating

Public Agency on or before the last day of each calendar quarter.

13. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

14. The liquid sodium bisulfite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

c. Certificate of Analysis/Certificate of Conformance.

1. The Contractor(s) shall submit a certificate of analysis to the City or Participating Public Agency for and with each delivery. The certificate shall contain the following lot-specific information:

   A. Production lot or batch number
   B. Date of manufacture
   C. Specific gravity
   D. Sodium bisulfite, in % $NaHSO_3$, and % available SO_2, by weight
   E. Sodium sulfate, in % Na_2SO_4, by weight
   F. Insoluble matter, in %, by weight
   G. Date(s) of analyses

2. Failure to supply the required certificates shall be sufficient cause to reject the load. Failure to meet the specifications listed in Chemical Composition/Impurities, Item B above, shall also be sufficient cause to reject the load.

3. An Offeror responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the certificates in their proposal price.

d. Delivery Logistics

1. The Contractor(s) shall ship the liquid sodium bisulfite to the City or Participating Public Agency as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of liquid sodium bisulfite delivered in pounds. The City or Participating Public Agency shall assume the weight of the liquid sodium bisulfite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the liquid sodium bisulfite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of liquid sodium bisulfite from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

5. The liquid sodium bisulfite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of liquid sodium bisulfite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the liquid sodium bisulfite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the liquid sodium bisulfite is delivered.

10. The City or Participating Public Agency reserves the right to subject samples of the liquid sodium bisulfite to analysis to determine if the liquid sodium bisulfite meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

    If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming liquid sodium bisulfite, the Contractor shall remove and replace any and all non-conforming liquid sodium bisulfite within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the

liquid sodium bisulfite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iv. For Sodium Hypochlorite

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hypochlorite meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hypochlorite transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall submit unit cost in $/gallon as part of their proposal.

3. The Offeror(s) shall bill by the gallon weight of NaOCl (dry) delivered in pounds. The Offeror(s) shall calculate the volume weight of NaOCl (dry) (gallons) delivered in each shipment, and the extended cost of each shipment as follows:

A. vol. of Liq. Sod. Hypo., in gal = (wt. of Liq. Sod. Hypo., in lb)/(density of the Liq. Sod. Hypo., in lb/gal)
B. cost of shipment, in $ = (vol. Liq. Sod. Hypo. in ship., in gal)(unit cost of Liq. Sod. Hypo., in $/gal)wt. of NaOCl in ship., in lb = (wt. of Liq. Sodium Hypo. in ship., in lb)(NaOCl conc., in % by wt.)
C. cost of shipment, in $ = (wt. of NaOCl in shipment, in lb)(unit cost o NaOCl, in $/lb of NaOCl)

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery
B. bill of lading number, or other mechanism to definitively link the invoice to a delivery.
C. the weight of liquid sodium hypochlorite delivered in pounds.
D. calculation of the volume of liquid sodium hypochlorite in the shipment (weight
percentage of NaOCL in the liquid sodium hypochlorite delivered).
E. calculation of the cost of the shipment in pounds.

b. Compliance with Standards

1. The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

2. The Liquid Sodium Hypochlorite shall be tested and certified as

meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the Contractor shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agencies of any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Liquid Sodium Hypochlorite shall be clear.

3. The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below.

Parameter	Minimum
g of available chlorine/L	143 g/L
available chlorine trade (volume) percent	14.3%
available chlorine weight percent	11.9%
g sodium hypochlorite/L,	150 g/L
sodium hypochlorite weight percent	12.5%

4. The Liquid Sodium Hypochlorite shall meet the conditions in the following table:

Parameter	Condition
total free alkali, expressed as NaOH, by weight	0.25 to 0.75%
pH, in pH units	11 to 13
specific gravity, at 20 °C	1.18 to 1.23

Note: Free alkali, excess caustic, and free alkalinity are synonyms.

5. The Liquid Sodium Hypochlorite shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Sodium Hypochlorite shall not contain any impurity in sufficient quantities that causes or may cause, by the City's normal usage of the Liquid Sodium Hypochlorite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of the contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hypochlorite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Sodium Hypochlorite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, impurities in the Liquid Sodium Hypochlorite shall be limited as follows:

Impurity	Maximum Concentration in mg/L	Maximum Reporting Detection Limit in mg/L
total antimony	25	5
total arsenic	20	4
total barium	350	70
total beryllium	20	4
total boron	25	5
total cadmium	0.5	0.1
total chromium	5	1
total cobalt	0.25	0.10
total copper	0.1	0.05
total iron	1	0.2
total lead	0.5	0.1
total manganese	0.75	0.15
total mercury	0.01	0.002
total molybdenum	1	0.2
total nickel	0.25	0.1
total selenium	1	0.2
total silver	2.5	0.5
total thallium	2.5	0.5

total zinc	10	2

Impurity	Maximum Concentration	Maximum Reporting Detection Limit
chlorate	3 g/L	1 g/L
water-insoluble matter	0.15%, by wt.	0.05%, by wt.

9. The City or Participating Public Agency reserves the right to add other specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the Liquid Sodium Hypochlorite must contain less than 20 μg of perchlorate/L.

11. Before the initial delivery, the Contractor shall sample the Liquid Sodium Hypochlorite from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. sodium hypochlorite, in % NaOCl, by weight
    D. total free alkali (excess caustic), expressed as NaOH, in %, by weight
    E. pH, in pH units
    F. specific gravity, at 20 °C
    G. all of the impurities cited in Item I above, and
    H. dates of analyses

    Note: The reporting detection limit for each impurity must be less than or equal to the maximum reporting detection limit listed in the table.

12. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Sodium Hypochlorite (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Sodium Hypochlorite contained less than 20 μg perchlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.

14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City of Participating Public Agency):

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.
   F. Number of gallons

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Certificate shall contain the following lot-specific information:

   A. production lot number,
   B. date of manufacture,
   C. sodium hypochlorite, in % NaOCl, by weight
   D. total free alkali (excess caustic), expressed as NaOH, by weight
   E. specific gravity, at 20 °C
   F. temperature of the delivered Liquid Sodium Hypochlorite, in °F, and
   G. date of Certificate

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their price submitted as part of their proposal.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hypochlorite to the City as a “bulk” liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The temperature of the Liquid Sodium Hypochlorite upon delivery must be less than or equal to 80°F. The Contractor(s) shall measure the temperature of the product delivered just prior to, or during, transfer in to the City’s or Participating Public Agency’s storage vessels. The Contractor(s) shall hand write the measured temperature on the Certificate of Analysis or Conformance discussed above. The Contractor(s) shall initial and date the recorded temperature.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hypochlorite delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hypochlorite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hypochlorite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hypochlorite from the delivery vehicle to the City’s or Participating Public Agency’s storage tanks.

6. The Liquid Sodium Hypochlorite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a “quick connect” to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hypochlorite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor9s)

shall not use the City's or Participating Public Agency's equipment (unless noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

9. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hypochlorite is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hypochlorite to analysis to determine if the Liquid Sodium Hypochlorite meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hypochlorite, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hypochlorite within 24 hours of being notified without additional cost to the City. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hypochlorite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

f. Quantity

1. The expected annual quantity of Liquid Sodium Hypochlorite, and average number of deliveries expected per month are indicated in table below.

Location	Expected Quantity, Gallons/yr	Expected Quantity, lb of sol./yr	Expected Quantity, lb of NaOCl/yr	Delivery Sites at Location	Average Delivery Freq., Number/Month
WPCF	1,600,000	16,000,000	2,000,000	10	28
BMWRC	40,000	400,000	50,000	1	2
DHWRC	160,000	1,600,000	200,000	1	2
totals	1,800,000	18,000,000	2,250,000		

Notes: Calculations assuming specific gravity of 1.20 and 12.5% sodium

hypochlorite by weight.

v. For Sodium Hydroxide

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hydroxide meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hydroxide transferred by the Contractor into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall provide unit and extended costs in $/lb of Na_2O (76% basis) as part of their response.

3. The Contractor(s) shall bill by weight of Na_2O (76% basis) delivered in pounds. The Contractor(s) shall calculate the weight of Na_2O (76% basis) delivered in each shipment, and the extended cost of each shipment as follows:

A. wt. of Na_2O in shipment = (shipment wt., in lb)(Na_2O, in % by wt.)
B. wt. of Na_2O (76% basis) in shipment = (wt. of Na_2O in shipment)/0.76
C. cost of ship., in $ = [wt. of Na_2O (76% basis) in ship., in lb][cost of Na_2O, in $/lb of Na_2O (76% basis)]

Note: Na_2O shall be determined as described in latest revision of the American Water Works Association's Standard ANSI/AWWA B501, Sodium Hydroxide.

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery
B. the weight of product (solution) delivered in pounds
C. the weight percent of Na_2O in the solution delivered
D. calculation of the weight of Na_2O delivered
E. calculation of the weight of Na_2O (76% basis) delivered
F. calculation of the cost of the shipment, in dollars
G. calculation of the weight percent of NaOH in the solution delivered

b. Compliance with Standards

1. The Liquid Sodium Hydroxide shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B501, Sodium Hydroxide, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B501 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

2. The Liquid Sodium Hydroxide shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hydroxide is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City of Participating Public Agency of any changes in the manufacturing of the Liquid Sodium Hydroxide that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Liquid Sodium Hydroxide provided shall contain approximately 22 percent sodium hydroxide (NaOH) by weight. The acceptable range of concentrations supplied will be 20 - 25 percent sodium hydroxide by weight. The following data are applicable:

	NaOH, in % by wt.	**Na_2O, in % by wt.**	**Specific Gravity at 20 °C**
Minimum	20	15.5	1.219
Target	22	17.0	1.240
Maximum	25	19.4	1.273

3. The Liquid Sodium Hydroxide shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

4. The Liquid Sodium Hydroxide shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Sodium Hydroxide, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hydroxide supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

5. The Liquid Sodium Hydroxide supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency storage

vessels.

6. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels as required to meet all permit limits and water quality standards.

7. Any water used to make up the Liquid Sodium Hydroxide must contain less than 20 μg of perchlorate/L.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hydroxide in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hydroxide in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate which shall contain the following lot-specific information:

   A. production lot or batch number
   B. specific gravity, at 20 °C
   C. Na_2O, in %, by weight, determined as described in ANSI/AWWA Standard B501
   D. NaOH, in % by weight, calculated from % Na_2O
   E. date of Certificate

   Note: NaOH, in % by wt. = (1.291 lb NaOH/lb Na_2O)(Na_2O, in % by wt.)Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

3. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the Certificates in the price provided in their proposal.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hydroxide to the City as a “bulk” liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for

emergency deliveries.

4. The Contractor(s) shall make any necessary dilutions at external sites such that a homogeneous, well-mixed product is delivered to the City and Participating Public Agencies.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hydroxide delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hydroxide delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hydroxide in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hydroxide from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

6. The Liquid Sodium Hydroxide shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hydroxide shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hydroxide in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

9. The driver must follow all the City's or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these

documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hydroxide is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hydroxide to analysis to determine if the Liquid Sodium Hydroxide meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hydroxide, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hydroxide within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hydroxide and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

2. POLYMERS – LIQUID AND DRY

A. GENERAL REQUIREMENTS

These requirements are a broad for the City and Participating Public Agencies utilizing the Master Agreement. Contractors(s) who can and will provide Polymers – Liquid and Dry will be required to adhere to all applicable Terms and Conditions required by statutes, as well all rules and regulations governing the purchase, delivery and use of this commodity utilizing Participating Public Agencies.

i. Contractors(s) warrant that polymer chemicals provided as a result of this RFP:

a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals

b. Conform to the general chemical specifications contained herein

c. Are suitable for public drinking water supply and/or waste water treatment

d. Are free from adulterants or impurities of any kind, and

e. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

ii. If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the City or Participating Public Agency, then the Contractor shall at no additional cost to the City or

Participating Agency, promptly replace with item that meets specifications.

iii. Contractor(s) understand and acknowledge that the City and Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City or Participating Public Agencies ability to provide timely services, which may affect the health and welfare of the public. In the event of product shortages at any level of production to delivery chain, Contractor(s) agree and affirm that the Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City or Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations

iv. The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specific in this paragraph or elsewhere in this solicitation shall constitute a breach of contract.

v. The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the agency specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Contractor(s) is/are unable to promptly furnish the chemical of the acceptable quality; the City or Participating Public Agency will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agency will be charged to the Contractor(s) either as a credit against an outstanding invoice or billed to the Contractor(s) for immediate payment.

B. DELIVERY

i. The City and Participating Public Agency will establish its own delivery schedule based upon its own requirements and the Contractor(s) specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or Participating Public Agency. The City and Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

ii. If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all delivers shall be between the designated hours at the City or Participating Public Agency for that

code status. All Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

iii. The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the city or Participating Public Agency. Failure to deliver at time specified, or as amended in writing by the City or Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract.

iv. Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery.

v. All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

a. Contractor(s) Name
b. Purchase Order and Call Order Number (release number)
c. Date of Delivery and Date of Order
d. Materials Furnished
e. Quantity, unit price and extension of each item, and total in accordance with the contract
f. Name of authorized representative ordering supplies

vi. A Contractor's delivery ticket will be signed in duplicate by the Contractor designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall fax a copy of the driver's license, and a chemical shipping itinerary sheet which must include the manifest numbers and above referenced information.

vii. The City and Participating Public Agencies have the right to refuse delivery if chemical packaging is damage, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

viii. All chemicals will be delivered F.O.B. delivered as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.

C. MSDS REPORTS

The following MSDS related documentation must be furnished to the City or each Participating Public Agency upon request:

i. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.

ii. National Sanitation Foundation certification for the quoted chemical

iii. Chemical certificate of analysis for all chemicals

D. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be a comprehensive overview of the chemicals that will be covered under the Master Agreement. The City or Participating Public Agency specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Polymers, Liquid and Dry

Some polymer properties desired in this product are:

a. High molecular weight
b. Chlorine resistant
   1. Change density not pH sensitive. Supplied in liquid form
   2. Reduces or eliminates the need for inorganic flocculent chemicals
   3. Forms an easily dewatered sludge
   4. Specific gravity equal or near to water (s.g.=1.00)
   5. Water soluble
   6. Approved by NSF for drinking water at application rate up to 62 ppm in the influent water
   7. Ability to be fed full strength, or diluted in-line to the point of application
   8. Evaluation of the polymer's ingredients under OSHA's Hazard Communication Rule 29 CFR 1910.1200 demonstrating none of the ingredients hazardous
   9. Free from monomers
   10. Non-TTHM forming upon being chlorinated, at concentrations encountered in normal water purification

Contractor(s) must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

3. Additional Water Treatment Products and Services

A. An Offeror may submit and respond with any other products or services related to Water Treatment Products and Services.

4. Complete Product and Service Offering/Balance of Line

1. Each Contractor awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Water Treatment Chemicals & Polymers for all products and services they can provide. Pricing for complete

	product and service offering/balance of line items will be determined by a percentage discount off the Contractor's standard pricing or product list. The pricing percentage discount offered must be entered as part of the Price Proposal section of the Offeror's response.
Services	DELIVERY a. DELIVERY TIME: Chemicals are to be delivered on an as-needed basis to the City of Tucson **within two days of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order. Sodium hypochlorite solution deliveries are expected to be required twice each week, including weekends and holidays, with the possibility of being required three times per week during high-demand periods. Minimum order quantities will be: i. minimum of 4,000 (four thousand) gallons of 20% sodium hydroxide ii. minimum of 3,500 (three thousand five hundred) gallons of 12% sodium hypochlorite iii. minimum of 2 (two) buckets (55-lb. buckets) of calcium hypochlorite tablets b. DELIVERY INSTRUCTIONS: The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended).The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of gallons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply. Do not assume an air supply will be provided. Unloading air pressure shall not exceed 20 psi. The driver shall wear all appropriate PPE during the entire unloading process and is required to stay with the vehicle during the entire unloading process. The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines. c. The City and each Participating Public Agencies will establish their own delivery schedule based upon its own requirements and the Contractor's specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or the Participating Public Agency. The City or Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or a Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices. If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all deliveries shall be between the designated hours at the City or Participating Public Agencies for that code status. A Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status. The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City and each Participating Public Agency. Failure to deliver at the time specified, or as amended in writing by the City or

	Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract. Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery. All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of: • Contractor(s) Name • Purchase Order and Call Order Number (release number) • Date of Delivery and Date of Order • Materials Furnished ▪ Quantity, unit price and extension of each item, and total in accordance with the contract • Name of authorized representative ordering supplies A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City or Participating Public Agency which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information. Agencies have the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard. All chemicals will be delivered F.O.B. destination as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.
Contract Term	Initial one (1) year agreement from October 1, 2020 through September 30, 2021 with option to renew for four (4) additional one (1) year periods.
Pricing	Pricing can be found at the following link: https://tucsonprocurement.com/ContractImages/Price_13940_4770_212528%20Price%20Page.pdf
Freight	**FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

Ordering	Orders will be placed through Tucson Water – Water Quality Division
Invoicing	The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary. Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services. The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice. The Contractor's payment terms shall apply to all purchases and to all payment methods.
Payment Terms and Methods	Vendor does not accept PCard or offer a prompt payment discount
Warranty	**WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

For questions on this contract, please contact Senior Contract Officer Tracy Garcia at (520) 837-4114 and Tracy.Garcia@tucsonaz.gov.

Direct Release Policy

Effective June 13, 2017, the financial encumbrance threshold was increased to $50,000. A DR must be created when the DR is $50,000+. At the discretion of the Department, a DR *may* be created for orders less than $50,000.

When the DR has been paid in full, the DR will show a "closed" status in OPIS.

A DR is not required for items that are acquired online or point-of-sale using pCard.

If you have created a DR and have processed the payment by pCard, you must notify AccountsPayable-Finance@tucsonaz.gov to close out the DR.

If you did not create a DR and the amount is $50,000+, your partial will be returned to you so that a DR can be created. Accounts Payable cannot process your payment without a DR.

212528-01 - Pricing Effective 2/1/2023 THROUGH 7/31/2023

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	3.2	$ 0.360
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	3.2	$ 0.4182
	Soda Ash 50# Bag (minium shipping quantity 42,000 LBS)	2220200	42,000	dry	3.2	$ 0.3914
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	3.2	$ 0.70
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	3.2	$ 4.32
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Wet Lbs	1316000	85,000	Wet Lbs	3.2	$ 0.4120
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	3.2	$ 2.4720

7.	19% Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	1159000	10,000	Dry Lbs	3.2	$ 1.6717
8.	Chlorine Eastern Valve Minimum Shipping Quantity 24,000 LBS (Was 44,000 Lbs)	1336309	10,000	LBS (Not Gal)	3.2	$ 1.4832
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	3.2	$ 3.2500
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 4,400 Dry Lbs (44,000 "as is" lbs)	1551000	10,000	Dry Lbs	3.2	$ 1.1357
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 5280 Dry LBS (44,000 "as is" lbs)	1555000	10,000	Dry Lbs	3.2	$ 1.1231
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 5720 Dry Lbs (44,000 "as is" lbs.)	1558000	10,000	Dry Lbs	3.2	No Bid

11.	**Sodium Fluoride**		10,000	**Dry lbs**	**3.2**	No Bid
12.	~~Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)~~	~~1722000~~	~~10,000~~	~~Dry lbs~~	~~$ 3.00~~	~~No Bid~~
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	3.2	$ 2.1630
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1806000	10,000	Dry lbs	3.2	$ 0.2369
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	3.2	$ 0.2781
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs	1807050	10,000	Dry lbs	3.2	No Bid
~~17.~~	~~Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs~~	~~2481000~~	~~10,000~~	~~Wet lbs~~	~~$ 3.00~~	~~No Bid~~
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	3.2	$ 0.75

~~19.~~	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	3.2	$ 0.9270
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs	2087100	10,000	Dry Lbs	3.2	No Bid
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2348394	10,000	Wet lbs (Not Dry)	3.2	No Bid
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	2363000	10,000	Dry lbs	3.2	$ 0.2266
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	1305000	10,000	Dry lbs	3.2	$ 1.8025
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs	1354000	10,000	Wet lbs	3.2	$ 1.2360
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	3.2	No Bid

28.	Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060lbs	1730000	413,170	Wet Lbs	3.2	$ 0.5820
						$ -
						$ -
						$ -
1.	Methanol	1877000	7,000	Gal	$ 3.20	$ 2.2660
2.	Mississippi Lime	**No Bid**	48,000	Lbs	$ 3.20	No Bid
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.20	$ 1.7510
4.	Calcium Hypochlorite 2 5/8" Tabs	1282260	48,000	Dry Lbs	$ 3.20	$ 2.9355
6.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.20	$ 2.2900
7.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.20	$ 1.9900

$ -	#REF!

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

CONTRACT NO. 212528
WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)
AMENDMENT NO. TWO (2)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): CONTRACT RENEWAL

Pursuant to Contract 212528, Special Terms and Conditions, Section 5, Term and Renewal, the City of Tucson is hereby exercising its option to renew the contract for an additional one-year period from **October 1, 2021 through September 30, 2022.**

ITEM TWO (2): PRICE ADJUSTMENT

In accordance with Contract 212528, Price Change Process, the City of Tucson hereby accepts the following pricing effective July 1, 2021:

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	Current Price	New Approved New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	100850	500,000	Dry lbs	$ 3.00	$ 0.20280	0.2028
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	1902200	25,000	Dry lbs	$ 3.00	$ 0.20000	0.2000
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	1900303	900,000	Dry lbs	$ 3.00	$ 0.51800	0.5330
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2000101	2,000,000	Gallon	$ 3.00	$ 1.40000	1.4520
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Gal	300040	85,000	Wet Lbs	$ 3.00	$ 0.18200	0.1903
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	101010	10,000	Wet Lbs	$ 3.00	$ 0.38000	0.3800
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	101091	10,000	Dry Lbs	$ 3.00	$ 1.15790	1.1948
8.	Chlorine Eastern Valve Minimum Shipping Quantity 44,000 LBS	312251	10,000	LBS (Not Gal)	$ 3.00	$ 0.33000	0.3620
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	319535	10,000	Dry Lbs	$ 3.00	$ 1.69500	2.2050
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 44,000 "as is" lbs		10,000	Dry Lbs	$ 3.00	$ 0.38000	0.3800
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 44,000 "as is" lbs.	601279	10,000	Dry Lbs	$ 3.00	$ 0.35000	0.3500
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 44,000 "as is" lbs.	601378	10,000	Dry Lbs	$ 3.00	$ 0.33080	0.3308
11.	Sodium Fluoride		10,000	Dry lbs	$ 3.00	No Bid	NO BID

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	800712	10,000	Dry lbs	$ 3.00	$ 1.40570	1.5122
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	800712	10,000	Dry lbs	$ 3.00	$ 1.40570	1.5122
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1204144	10,000	Dry lbs	$ 3.00	$ 0.19000	0.1910
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1204100	10,000	Dry lbs	$ 3.00	$ 0.22000	0.3190
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs	1204144	10,000	Dry lbs	$ 3.00	$ 0.19000	0.1910
17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs	$ 3.00	$ 0.35000	0.3920
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.35000	0.3920
19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	282940	10,000	Wet lbs (not Dry)	$ 3.00	$ 0.42000	0.4380
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs	1600370	10,000	Dry Lbs	$ 3.00	$ 2.10000	2.1060
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs	325450	10,000	Dry lbs	$ 3.00	$ 0.55000	0.5500
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs	1901200	10,000	Dry lbs	$ 3.00	$ 1.07000	1.0700
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	1902351	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.43000	0.4370
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	1902900	10,000	Dry lbs	$ 3.00	$ 0.11830	0.1663
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	2600400	10,000	Dry lbs	$ 3.00	$ 1.52600	1.5260

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

26.	Citric Acid Minimum Shipping Quantity 17,600 lbs	302270	10,000	Wet lbs	$ 3.00	$ 0.50000	1.1320
27.	**Liquid Oxygen** **Minimum Shipping Quantity_____**		396,000	**Gal**	$ 3.00	No Bid	
1.	Methanol	1300100	7,000	Gal	$ 3.00	$ 1.71000	2.6273
2.	Mississippi Lime	1204110	48,000	Lbs	$ 3.00	$ 0.27000	0.3000
3.	T-Floc 1417	2814170	32,900	Lbs	$ 3.00	$ 0.45200	0.4520
4.	Calcium Hypochlorite 3" Tabs	305213	48,000	Dry Lbs	$ 3.00	$ 2.11000	2.1100
5.	Anhydrous Ammonia Refridge-grade	101008	18	Tons	$ 3.00	$ 0.40000	0.6870

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

************END OF AMENDMENT***********

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Craig N. Thatcher 7/9/2021
Signature of person authorized to sign — Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City — State — Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748 mobile
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 13th DAY OF July, 2021, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Wednesday, July 21, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Three (3)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

CONTRACT NO. 212528
WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE PAGE ADDITION: The City of Tucson hereby accepts the following addition to the Price Page effective August 1, 2021:

Item No.	Description	Thatcher Part Number	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060 lbs.	0816340	413,170	Wet lbs	$ 00.357	$ 0.106	$ 0.357	$ 3.00

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Craig N. Thatcher 7/26/2021
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748 mobile
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 27th DAY OF July, 2021, AT TUCSON, ARIZONA.

Jennifer Myers
for Director of Business Services and not personally

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Wednesday, October 27, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Four (4)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA, CPPB

CONTRACT NO. 212528
WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)
AMENDMENT NO. FOUR (4)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE PAGE ADDITION

The City of Tucson hereby accepts the following addition to the Price Page effective November 1, 2021:

Item No.	Description	Thatcher Part Number	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Ti – 2904 330# drum (30 G Drum) Minimum Shipping Quantity 4 Drums or 1320 liquid lbs.	2586100	16 Drums or 5280 Liquid lbs.	Liquid lbs	$ 1.53	$ 0.195	$ 1.725	$ 3.00
2.	Ti – 2904 610# drum (55 G Drum) Minimum Shipping Quantity 4 Drums or 2440 liquid lbs.	2586101	16 Drums or 9760 Liquid lbs.	Liquid lbs	$ 1.53	$ 0.125	$ 1.655	$ 3.00

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Wednesday, October 27, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Four (4)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA, CPPB

************END OF AMENDMENT***********

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature of person authorized to sign Date 10-28-2021
Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)
Thatcher Company of Arizona, Inc.
Company Name
P. O. Box 27407
Address
wendy.richmond@tchem.com; robert.dubel@tchem.com
Email Address
Salt Lake City | UT | 84127-0407
City | State | Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)
(480) 248-4748 mobile
Phone Number
robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 28th DAY OF October, 2021, AT TUCSON, ARIZONA.

Jennifer Myers for Director of Business Services and not personally

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICE DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.Klos@tucsonaz.gov
ISSUE DATE: FEBRUARY 1, 2022

CONTRACT #212528-01
CONTRACT AMENDMENT NUMBER: FIVE (5)

AK
SENIOR CONTRACT OFFICER: ANDREW KLOS

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE ADJUSTMENT

Pursuant to Paragraph 4 (Price Adjustment) of the Special Terms and Conditions section, the City hereby accepts the attached OMNIA pricing for the period of **January 3, 2022 through July 31, 2022**.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT

Craig N. Thatcher
Signature of person authorized to sign Date 2/3/2022

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

craig.thatcher@tchem.com; wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Robert Dubel
Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 3rd DAY OF February, 2021, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	Current Price	New Approved New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	$ 3.00	$ 0.20280	**0.2231**
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	$ 3.00	$ 0.20000	**0.3473**
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	$ 3.00	$ 0.51800	**0.5765**
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	$ 3.00	$ 1.40000	**2.2609**
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Gal	1316000	85,000	Wet Lbs	$ 3.00	$ 0.18200	**0.2113**
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	$ 3.00	$ 0.38000	**1.6686**
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	1159000	10,000	Dry Lbs	$ 3.00	$ 1.15790	**2.1140**
8.	Chlorine Eastern Valve Minimum Shipping Quantity 44,000 LBS	1336309	10,000	LBS (Not Gal)	$ 3.00	$ 0.33000	**0.9476**
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	$ 3.00	$ 1.69500	**3.2383**
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1551000	10,000	Dry Lbs	$ 3.00	$ 0.38000	**0.8226**
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 44,000 "as is" lbs	1555000	10,000	Dry Lbs	$ 3.00	$ 0.35000	**0.8100**
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1558000	10,000	Dry Lbs	$ 3.00	$ 0.33080	**0.7855**
11.	**Sodium Fluoride**		10,000	**Dry lbs**	**$ 3.00**	No Bid	**NO BID**
12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)		10,000	Dry lbs	**$ 3.00**	$ 1.40570	**NO BID**
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	$ 3.00	$ 1.40570	**1.8673**
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs	1806000	10,000	Dry lbs	$ 3.00	$ 0.19000	**0.2287**
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	$ 3.00	$ 0.22000	**0.2688**
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.19000	**NO BID**

17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs	$ 3.00	$ 0.35000	NO BID
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.35000	0.4857
19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	$ 3.00	$ 0.42000	2.0110
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs		10,000	Dry Lbs	$ 3.00	$ 2.10000	NO BID
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.55000	NO BID
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 1.07000	NO BID
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2350000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.43000	0.4882
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	2363000	10,000	Dry lbs	$ 3.00	$ 0.11830	0.2022
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs (44,000 "as is" lbs.)	2729000	10,000	Dry lbs	$ 3.00	$ 1.52600	3.8089
26.	Citric Acid Minimum Shipping Quantity 17,600 lbs	1354000	10,000	Wet lbs	$ 3.00	$ 0.50000	4.4187
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	$ 3.00	No Bid	NO BID
1.	Methanol	1877000	7,000	Gal	$ 3.00	$ 1.71000	1.9385
2.	Mississippi Lime		48,000	Lbs	$ 3.00	$ 0.27000	NO BID
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.00	$ 0.45200	0.8728
4.	Calcium Hypochlorite 3" Tabs	1282257	48,000	Dry Lbs	$ 3.00	$ 2.11000	2.7635
5.	Anhydrous Ammonia Refridge-grade	1154000	18	Tons	$ 3.00	$ 0.40000	1.1598
6.	Hydrogen Peroxide 34%	1730000	413,170	Wet Lbs	$ 3.00	$ 0.35700	0.5356
7.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.00	$ 1.72500	2.2900
8.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.00	$ 1.65500	1.9900

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: JULY 29, 2022

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: SIX (6)

AK
CONTRACT OFFICER: Andrew Klos, MBA

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

Pursuant to Paragraph 5 (Term and Renewal) of the Special Terms and Conditions section, the City is hereby exercising its option to renew the contract for the period of **October 1, 2022 through September 30, 2023**.

ITEM TWO (2): PRICE ADJUSTMENT

Pursuant to Paragraph 4 (Price Adjustment) of the Special Terms and Conditions section, the City hereby accepts the attached pricing effective **August 1, 2022 through January 31, 2023**.

*****END OF ADDENDUM ITEMS*****

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: JULY 29, 2022

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: SIX (6)

AK
CONTRACT OFFICER: Andrew Klos, MBA

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

Craig N. Thatcher 8/2/2022
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

craig.thatcher@tchem.com; wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748 mobile
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 2nd DAY OF August, 2022, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

CONTRACT 212528-01

PRICING EFFECTIVE AUGUST 1, 2022 THROUGH JANUARY 31, 2023

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	Current Price	New Approved New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	$ 3.00	$ 0.22310	**0.3600**
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	$ 3.00	$ 0.34730	**NO BID**
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	$ 3.00	$ 0.57650	**0.7000**
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	$ 3.00	$ 2.26090	**4.1600**
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Gal	1316000	85,000	Wet Lbs	$ 3.00	$ 0.21130	**0.3900**
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	$ 3.00	$ 1.66860	**2.7500**
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as Is") lbs.	1159000	10,000	Dry Lbs	$ 3.00	$ 2.11400	**4.2800**
8.	Chlorine Eastern Valve Minimum Shipping Quantity 44,000 LBS	1336309	10,000	LBS (Not Gal)	$ 3.00	$ 0.94760	**1.4400**
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	$ 3.00	$ 3.23830	**3.2400**
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1551000	10,000	Dry Lbs	$ 3.00	$ 0.82260	**0.8200**
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 44,000 "as is" lbs	1555000	10,000	Dry Lbs	$ 3.00	$ 0.81000	**0.8100**
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1558000	10,000	Dry Lbs	$ 3.00	$ 0.78550	**0.7900**
11.	**Sodium Fluoride**		10,000	**Dry lbs**	$ 3.00	No Bid	**NO BID**
12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)		10,000	Dry lbs	$ 3.00	$ 1.86730	**2.0500**
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	$ 3.00	$ 1.86730	**2.0500**
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1806000	10,000	Dry lbs	$ 3.00	$ 0.19000	**NO BID**
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	$ 3.00	$ 0.22000	**NO BID**
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.19000	**NO BID**

17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs	$ 3.00	$ 0.35000	NO BID
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.48570	0.7700
19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	$ 3.00	$ 2.01100	2.1200
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs		10,000	Dry Lbs	$ 3.00	$ 2.10000	NO BID
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.55000	NO BID
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 1.07000	NO BID
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2350000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.43000	NO BID
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	2363000	10,000	Dry lbs	$ 3.00	$ 0.20220	0.2500
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	2729000	10,000	Dry lbs	$ 3.00	$ 3.80890	3.8100
26.	Citric Acid Minimum Shipping Quantity 17,600 lbs	1354000	10,000	Wet lbs	$ 3.00	$ 4.41870	0.5900
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	$ 3.00	No Bid	NO BID
1.	Methanol	1877000	7,000	Gal	$ 3.00	$ 1.93850	1.9400
2.	Mississippi Lime		48,000	Lbs	$ 3.00	$ 0.27000	NO BID
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.00	$ 0.87280	0.8700
4.	Calcium Hypochlorite 3" Tabs	1282257	48,000	Dry Lbs	$ 3.00	$ 2.11000	NO BID
5.	Anhydrous Ammonia Refridge-grade	1154000	18	Tons	$ 3.00	$ 1.15000	1.1600
6.	Hydrogen Peroxide 34%	1730000	413,170	Wet Lbs	$ 3.00	$ 0.53000	0.5400
7.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.00	$ 2.29000	2.2900
8.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.00	$ 1.99000	1.9900

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: JUNE 24, 2022

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: SEVEN (7)

AK
CONTRACT OFFICER: Andrew Klos, MBA

Water Treatment Chemicals (Polymers and Misc.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE PAGE ADDITION

The City of Tucson hereby accepts the following Price Page Addition effective June 24, 2022.

	Description	Thatcher Part Number	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	T Floc B-135	2481000	135,000/ Wet #	Liquid lbs	$00.54/Wet #	$0.11/Wet #	$00.65/Wet #	$ 3.00

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

Craig N. Thatcher 6/27/2022
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

craig.thatcher@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 28th DAY OF June, 2022, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: 3 FEBRUARY 2023

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: EIGHT (8)

AK
CONTRACT OFFICER: Andrew Klos, MBA, CPPB

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE ADJUSTMENT

In accordance with Contract Special Terms and Conditions, Section 4, "Price Adjustment", the City hereby accepts the proposed price adjustment (Attachment A).

*****END OF ADDENDUM ITEMS*****

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

Craig N. Thatcher 2/3/2023
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address
craig.thatcher@tchem.com;
wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 7th DAY OF February, 20__, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

212528-01 - Pricing Effective 2/1/2023 THROUGH 7/31/2023

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	3.2	$ 0.360
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	3.2	$ 0.4182
	Soda Ash 50# Bag (minium shipping quantity 42,000 LBS)	2220200	42,000	dry	3.2	$ 0.3914
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	3.2	$ 0.70
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	3.2	$ 4.32
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Wet Lbs	1316000	85,000	Wet Lbs	3.2	$ 0.4120
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	3.2	$ 2.4720

7.	19% Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	1159000	10,000	Dry Lbs	3.2	$ 1.6717
8.	Chlorine Eastern Valve Minimum Shipping Quantity 24,000 LBS (Was 44,000 Lbs)	1336309	10,000	LBS (Not Gal)	3.2	$ 1.4832
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	3.2	$ 3.2500
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 4,400 Dry Lbs (44,000 "as is" lbs)	1551000	10,000	Dry Lbs	3.2	$ 1.1357
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 5280 Dry LBS (44,000 "as is" lbs)	1555000	10,000	Dry Lbs	3.2	$ 1.1231
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 5720 Dry Lbs (44,000 "as is" lbs.)	1558000	10,000	Dry Lbs	3.2	No Bid

11.	**Sodium Fluoride**		10,000	**Dry lbs**	**3.2**	No Bid
12.	~~Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)~~	~~1722000~~	~~10,000~~	~~Dry lbs~~	~~$ 3.00~~	~~No Bid~~
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	3.2	$ 2.1630
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1806000	10,000	Dry lbs	3.2	$ 0.2369
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	3.2	$ 0.2781
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs	1807050	10,000	Dry lbs	3.2	No Bid
~~17.~~	~~Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs~~	~~2481000~~	~~10,000~~	~~Wet lbs~~	~~$ 3.00~~	~~No Bid~~
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	3.2	$ 0.75

~~19.~~	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	3.2	$ 0.9270
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs	2087100	10,000	Dry Lbs	3.2	No Bid
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2348394	10,000	Wet lbs (Not Dry)	3.2	No Bid
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	2363000	10,000	Dry lbs	3.2	$ 0.2266
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	1305000	10,000	Dry lbs	3.2	$ 1.8025
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs	1354000	10,000	Wet lbs	3.2	$ 1.2360
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	3.2	No Bid

28.	Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060lbs	1730000	413,170	Wet Lbs	3.2	$ 0.5820
						$ -
						$ -
						$ -
1.	Methanol	1877000	7,000	Gal	$ 3.20	$ 2.2660
2.	Mississippi Lime	**No Bid**	48,000	Lbs	$ 3.20	No Bid
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.20	$ 1.7510
4.	Calcium Hypochlorite 2 5/8" Tabs	1282260	48,000	Dry Lbs	$ 3.20	$ 2.9355
6.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.20	$ 2.2900
7.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.20	$ 1.9900

$ -	#REF!

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

CONTRACT NO. 212528
WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)
AMENDMENT NO. TWO (2)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): CONTRACT RENEWAL

Pursuant to Contract 212528, Special Terms and Conditions, Section 5, Term and Renewal, the City of Tucson is hereby exercising its option to renew the contract for an additional one-year period from **October 1, 2021 through September 30, 2022.**

ITEM TWO (2): PRICE ADJUSTMENT

In accordance with Contract 212528, Price Change Process, the City of Tucson hereby accepts the following pricing effective July 1, 2021:

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	Current Price	New Approved New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	100850	500,000	Dry lbs	$ 3.00	$ 0.20280	0.2028
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	1902200	25,000	Dry lbs	$ 3.00	$ 0.20000	0.2000
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	1900303	900,000	Dry lbs	$ 3.00	$ 0.51800	0.5330
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2000101	2,000,000	Gallon	$ 3.00	$ 1.40000	1.4520
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Gal	300040	85,000	Wet Lbs	$ 3.00	$ 0.18200	0.1903
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	101010	10,000	Wet Lbs	$ 3.00	$ 0.38000	0.3800
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	101091	10,000	Dry Lbs	$ 3.00	$ 1.15790	1.1948
8.	Chlorine Eastern Valve Minimum Shipping Quantity 44,000 LBS	312251	10,000	LBS (Not Gal)	$ 3.00	$ 0.33000	0.3620
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	319535	10,000	Dry Lbs	$ 3.00	$ 1.69500	2.2050
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 44,000 "as is" lbs		10,000	Dry Lbs	$ 3.00	$ 0.38000	0.3800
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 44,000 "as is" lbs.	601279	10,000	Dry Lbs	$ 3.00	$ 0.35000	0.3500
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 44,000 "as is" lbs.	601378	10,000	Dry Lbs	$ 3.00	$ 0.33080	0.3308
11.	**Sodium Fluoride**		10,000	**Dry lbs**	$ 3.00	No Bid	NO BID

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	800712	10,000	Dry lbs	$ 3.00	$ 1.40570	1.5122
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	800712	10,000	Dry lbs	$ 3.00	$ 1.40570	1.5122
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1204144	10,000	Dry lbs	$ 3.00	$ 0.19000	0.1910
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1204100	10,000	Dry lbs	$ 3.00	$ 0.22000	0.3190
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs	1204144	10,000	Dry lbs	$ 3.00	$ 0.19000	0.1910
17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs	$ 3.00	$ 0.35000	0.3920
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.35000	0.3920
19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	282940	10,000	Wet lbs (not Dry)	$ 3.00	$ 0.42000	0.4380
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs	1600370	10,000	Dry Lbs	$ 3.00	$ 2.10000	2.1060
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs	325450	10,000	Dry lbs	$ 3.00	$ 0.55000	0.5500
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs	1901200	10,000	Dry lbs	$ 3.00	$ 1.07000	1.0700
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	1902351	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.43000	0.4370
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 l bs (44,000 "as is" lbs)	1902900	10,000	Dry lbs	$ 3.00	$ 0.11830	0.1663
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	2600400	10,000	Dry lbs	$ 3.00	$ 1.52600	1.5260

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

26.	Citric Acid Minimum Shipping Quantity 17,600 lbs	302270	10,000	Wet lbs	$ 3.00	$ 0.50000	1.1320
27.	**Liquid Oxygen** **Minimum Shipping Quantity_____**		396,000	**Gal**	$ 3.00	No Bid	
1.	Methanol	1300100	7,000	Gal	$ 3.00	$ 1.71000	2.6273
2.	Mississippi Lime	1204110	48,000	Lbs	$ 3.00	$ 0.27000	0.3000
3.	T-Floc 1417	2814170	32,900	Lbs	$ 3.00	$ 0.45200	0.4520
4.	Calcium Hypochlorite 3" Tabs	305213	48,000	Dry Lbs	$ 3.00	$ 2.11000	2.1100
5.	Anhydrous Ammonia Refridge-grade	101008	18	Tons	$ 3.00	$ 0.40000	0.6870

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

************END OF AMENDMENT***********

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Craig N. Thatcher 7/9/2021
Signature of person authorized to sign — Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City — State — Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748 mobile
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 13th DAY OF July, 2021, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Wednesday, July 21, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Three (3)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

CONTRACT NO. 212528
WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE PAGE ADDITION: The City of Tucson hereby accepts the following addition to the Price Page effective August 1, 2021:

Item No.	Description	Thatcher Part Number	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060 lbs.	0816340	413,170	Wet lbs	$ 00.357	$ 0.106	$ 0.357	$ 3.00

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Craig N. Thatcher 7/26/2021
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748 mobile
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 27th DAY OF July, 2021, AT TUCSON, ARIZONA.

for Jennifer Myers
Director of Business Services and not personally

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Wednesday, October 27, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Four (4)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA, CPPB

CONTRACT NO. 212528
WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)
AMENDMENT NO. FOUR (4)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE PAGE ADDITION

The City of Tucson hereby accepts the following addition to the Price Page effective November 1, 2021:

Item No.	Description	Thatcher Part Number	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Ti – 2904 330# drum (30 G Drum) Minimum Shipping Quantity 4 Drums or 1320 liquid lbs.	2586100	16 Drums or 5280 Liquid lbs.	Liquid lbs	$ 1.53	$ 0.195	$ 1.725	$ 3.00
2.	Ti – 2904 610# drum (55 G Drum) Minimum Shipping Quantity 4 Drums or 2440 liquid lbs.	2586101	16 Drums or 9760 Liquid lbs.	Liquid lbs	$ 1.53	$ 0.125	$ 1.655	$ 3.00

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Wednesday, October 27, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Four (4)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA, CPPB

************END OF AMENDMENT***********

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature of person authorized to sign Date 10-28-2021
Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)
Thatcher Company of Arizona, Inc.
Company Name
P. O. Box 27407
Address
wendy.richmond@tchem.com; robert.dubel@tchem.com
Email Address
Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)
(480) 248-4748 mobile
Phone Number
robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 28th DAY OF October, 2021, AT TUCSON, ARIZONA.

Jennifer Myers for Director of Business Services and not personally

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICE DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.Klos@tucsonaz.gov
ISSUE DATE: FEBRUARY 1, 2022

CONTRACT #212528-01
CONTRACT AMENDMENT NUMBER: FIVE (5)

AK
SENIOR CONTRACT OFFICER: ANDREW KLOS

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE ADJUSTMENT

Pursuant to Paragraph 4 (Price Adjustment) of the Special Terms and Conditions section, the City hereby accepts the attached OMNIA pricing for the period of **January 3, 2022 through July 31, 2022**.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT

Craig N. Thatcher
Signature of person authorized to sign Date 2/3/2022

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

craig.thatcher@tchem.com; wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Robert Dubel
Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 3rd DAY OF February, 2021, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	Current Price	New Approved New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	$ 3.00	$ 0.20280	**0.2231**
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	$ 3.00	$ 0.20000	**0.3473**
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	$ 3.00	$ 0.51800	**0.5765**
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	$ 3.00	$ 1.40000	**2.2609**
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Gal	1316000	85,000	Wet Lbs	$ 3.00	$ 0.18200	**0.2113**
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	$ 3.00	$ 0.38000	**1.6686**
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	1159000	10,000	Dry Lbs	$ 3.00	$ 1.15790	**2.1140**
8.	Chlorine Eastern Valve Minimum Shipping Quantity 44,000 LBS	1336309	10,000	LBS (Not Gal)	$ 3.00	$ 0.33000	**0.9476**
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	$ 3.00	$ 1.69500	**3.2383**
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1551000	10,000	Dry Lbs	$ 3.00	$ 0.38000	**0.8226**
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 44,000 "as is" lbs	1555000	10,000	Dry Lbs	$ 3.00	$ 0.35000	**0.8100**
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1558000	10,000	Dry Lbs	$ 3.00	$ 0.33080	**0.7855**
11.	**Sodium Fluoride**		10,000	**Dry lbs**	**$ 3.00**	No Bid	**NO BID**
12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)		10,000	Dry lbs	**$ 3.00**	$ 1.40570	**NO BID**
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	$ 3.00	$ 1.40570	**1.8673**
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs	1806000	10,000	Dry lbs	$ 3.00	$ 0.19000	**0.2287**
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	$ 3.00	$ 0.22000	**0.2688**
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.19000	**NO BID**

17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs	$ 3.00	$ 0.35000	NO BID
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.35000	0.4857
19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	$ 3.00	$ 0.42000	2.0110
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs		10,000	Dry Lbs	$ 3.00	$ 2.10000	NO BID
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.55000	NO BID
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 1.07000	NO BID
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2350000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.43000	0.4882
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	2363000	10,000	Dry lbs	$ 3.00	$ 0.11830	0.2022
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs (44,000 "as is" lbs.)	2729000	10,000	Dry lbs	$ 3.00	$ 1.52600	3.8089
26.	Citric Acid Minimum Shipping Quantity 17,600 lbs	1354000	10,000	Wet lbs	$ 3.00	$ 0.50000	4.4187
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	$ 3.00	No Bid	NO BID
1.	Methanol	1877000	7,000	Gal	$ 3.00	$ 1.71000	1.9385
2.	Mississippi Lime		48,000	Lbs	$ 3.00	$ 0.27000	NO BID
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.00	$ 0.45200	0.8728
4.	Calcium Hypochlorite 3" Tabs	1282257	48,000	Dry Lbs	$ 3.00	$ 2.11000	2.7635
5.	Anhydrous Ammonia Refridge-grade	1154000	18	Tons	$ 3.00	$ 0.40000	1.1598
6.	Hydrogen Peroxide 34%	1730000	413,170	Wet Lbs	$ 3.00	$ 0.35700	0.5356
7.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.00	$ 1.72500	2.2900
8.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.00	$ 1.65500	1.9900

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: JULY 29, 2022

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: SIX (6)

AK
CONTRACT OFFICER: Andrew Klos, MBA

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

Pursuant to Paragraph 5 (Term and Renewal) of the Special Terms and Conditions section, the City is hereby exercising its option to renew the contract for the period of **October 1, 2022 through September 30, 2023**.

ITEM TWO (2): PRICE ADJUSTMENT

Pursuant to Paragraph 4 (Price Adjustment) of the Special Terms and Conditions section, the City hereby accepts the attached pricing effective **August 1, 2022 through January 31, 2023**.

*****END OF ADDENDUM ITEMS*****

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: JULY 29, 2022

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: SIX (6)

AK
CONTRACT OFFICER: Andrew Klos, MBA

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

Craig N. Thatcher 8/2/2022
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

craig.thatcher@tchem.com; wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748 mobile
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 2nd DAY OF August, 2022, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

CONTRACT 212528-01

PRICING EFFECTIVE AUGUST 1, 2022 THROUGH JANUARY 31, 2023

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	Current Price	New Approved New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	$ 3.00	$ 0.22310	**0.3600**
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	$ 3.00	$ 0.34730	**NO BID**
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	$ 3.00	$ 0.57650	**0.7000**
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	$ 3.00	$ 2.26090	**4.1600**
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Gal	1316000	85,000	Wet Lbs	$ 3.00	$ 0.21130	**0.3900**
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	$ 3.00	$ 1.66860	**2.7500**
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	1159000	10,000	Dry Lbs	$ 3.00	$ 2.11400	**4.2800**
8.	Chlorine Eastern Valve Minimum Shipping Quantity 44,000 LBS	1336309	10,000	LBS (Not Gal)	$ 3.00	$ 0.94760	**1.4400**
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	$ 3.00	$ 3.23830	**3.2400**
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1551000	10,000	Dry Lbs	$ 3.00	$ 0.82260	**0.8200**
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 44,000 "as is" lbs	1555000	10,000	Dry Lbs	$ 3.00	$ 0.81000	**0.8100**
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1558000	10,000	Dry Lbs	$ 3.00	$ 0.78550	**0.7900**
11.	**Sodium Fluoride**		10,000	**Dry lbs**	$ **3.00**	No Bid	**NO BID**
12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)		10,000	Dry lbs	$ **3.00**	$ 1.86730	**2.0500**
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	$ 3.00	$ 1.86730	**2.0500**
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1806000	10,000	Dry lbs	$ 3.00	$ 0.19000	**NO BID**
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	$ 3.00	$ 0.22000	**NO BID**
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.19000	**NO BID**

CONTRACT 212528-01
PRICING EFFECTIVE AUGUST 1, 2022 THROUGH JANUARY 31, 2023

17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs	$ 3.00	$ 0.35000	NO BID
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.48570	0.7700
19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	$ 3.00	$ 2.01100	2.1200
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs		10,000	Dry Lbs	$ 3.00	$ 2.10000	NO BID
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.55000	NO BID
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 1.07000	NO BID
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2350000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.43000	NO BID
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs. (44,000 "as is" lbs)	2363000	10,000	Dry lbs	$ 3.00	$ 0.20220	0.2500
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	2729000	10,000	Dry lbs	$ 3.00	$ 3.80890	3.8100
26.	Citric Acid Minimum Shipping Quantity 17,600 lbs	1354000	10,000	Wet lbs	$ 3.00	$ 4.41870	0.5900
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	$ 3.00	No Bid	NO BID
1.	Methanol	1877000	7,000	Gal	$ 3.00	$ 1.93850	1.9400
2.	Mississippi Lime		48,000	Lbs	$ 3.00	$ 0.27000	NO BID
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.00	$ 0.87280	0.8700
4.	Calcium Hypochlorite 3" Tabs	1282257	48,000	Dry Lbs	$ 3.00	$ 2.11000	NO BID
5.	Anhydrous Ammonia Refridge-grade	1154000	18	Tons	$ 3.00	$ 1.15000	1.1600
6.	Hydrogen Peroxide 34%	1730000	413,170	Wet Lbs	$ 3.00	$ 0.53000	0.5400
7.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.00	$ 2.29000	2.2900
8.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.00	$ 1.99000	1.9900

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: JUNE 24, 2022

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: SEVEN (7)

AK
CONTRACT OFFICER: Andrew Klos, MBA

Water Treatment Chemicals (Polymers and Misc.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE PAGE ADDITION

The City of Tucson hereby accepts the following Price Page Addition effective June 24, 2022.

	Description	Thatcher Part Number	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	T Floc B-135	2481000	135,000/ Wet #	Liquid lbs	$00.54/Wet #	$0.11/Wet #	$00.65/Wet #	$ 3.00

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

Craig N. Thatcher 6/27/2022
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

craig.thatcher@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 28th DAY OF June, 2022, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: 3 FEBRUARY 2023

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: EIGHT (8)

AK
CONTRACT OFFICER: Andrew Klos, MBA, CPPB

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE ADJUSTMENT

In accordance with Contract Special Terms and Conditions, Section 4, "Price Adjustment", the City hereby accepts the proposed price adjustment (Attachment A).

*****END OF ADDENDUM ITEMS*****

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

Craig N. Thatcher 2/3/2023
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address
craig.thatcher@tchem.com;
wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 7th DAY OF February, 20__, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

212528-01 - Pricing Effective 2/1/2023 THROUGH 7/31/2023

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	3.2	$ 0.360
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	3.2	$ 0.4182
	Soda Ash 50# Bag (minium shipping quantity 42,000 LBS)	2220200	42,000	dry	3.2	$ 0.3914
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	3.2	$ 0.70
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	3.2	$ 4.32
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Wet Lbs	1316000	85,000	Wet Lbs	3.2	$ 0.4120
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	3.2	$ 2.4720

7.	19% Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	1159000	10,000	Dry Lbs	3.2	$ 1.6717
8.	Chlorine Eastern Valve Minimum Shipping Quantity 24,000 LBS (Was 44,000 Lbs)	1336309	10,000	LBS (Not Gal)	3.2	$ 1.4832
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	3.2	$ 3.2500
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 4,400 Dry Lbs (44,000 "as is" lbs)	1551000	10,000	Dry Lbs	3.2	$ 1.1357
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 5280 Dry LBS (44,000 "as is" lbs)	1555000	10,000	Dry Lbs	3.2	$ 1.1231
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 5720 Dry Lbs (44,000 "as is" lbs.)	1558000	10,000	Dry Lbs	3.2	No Bid

11.	**Sodium Fluoride**		10,000	**Dry lbs**	**3.2**	No Bid
12.	~~Fluorosilicic Acid~~ ~~Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)~~	~~1722000~~	~~10,000~~	~~Dry lbs~~	~~$ 3.00~~	~~No Bid~~
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	3.2	$ 2.1630
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1806000	10,000	Dry lbs	3.2	$ 0.2369
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	3.2	$ 0.2781
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs	1807050	10,000	Dry lbs	3.2	No Bid
~~17.~~	~~Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs~~	~~2481000~~	~~10,000~~	~~Wet lbs~~	~~$ 3.00~~	~~No Bid~~
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	3.2	$ 0.75

~~19.~~	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	3.2	$ 0.9270
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs	2087100	10,000	Dry Lbs	3.2	No Bid
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2348394	10,000	Wet lbs (Not Dry)	3.2	No Bid
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	2363000	10,000	Dry lbs	3.2	$ 0.2266
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	1305000	10,000	Dry lbs	3.2	$ 1.8025
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs	1354000	10,000	Wet lbs	3.2	$ 1.2360
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	3.2	No Bid

28.	Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060lbs	1730000	413,170	Wet Lbs	3.2	$ 0.5820
						$ -
						$ -
						$ -
1.	Methanol	1877000	7,000	Gal	$ 3.20	$ 2.2660
2.	Mississippi Lime	**No Bid**	48,000	Lbs	$ 3.20	No Bid
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.20	$ 1.7510
4.	Calcium Hypochlorite 2 5/8" Tabs	1282260	48,000	Dry Lbs	$ 3.20	$ 2.9355
6.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.20	$ 2.2900
7.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.20	$ 1.9900

$ -	#REF!

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2025

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
6967 S River Gate Dr Ste 200
Midvale UT 84047

CONTACT NAME: Carolyn Maldonado
PHONE (A/C, No, Ext): 801-290-3181 **FAX (A/C, No):**
E-MAIL ADDRESS: certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B : New Hampshire Insurance Company	23841
INSURER C : National Union Fire Insurance Company of Pittsburg	19445
INSURER D : Ironshore Specialty Insurance Co	25445
INSURER E :	
INSURER F :	

INSURED THATCOM-01
Thatcher Company, Inc.
P O Box 27407
Salt Lake City, UT 84127

COVERAGES **CERTIFICATE NUMBER:** 1913597927 **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:	Y	Y	EG14246248-06	4/1/2024	6/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION LEGAL	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		4489610	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
D	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XSCUW0030452500	4/1/2024	6/30/2025	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC13711863	4/1/2025	4/1/2026	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
A	Pollution Liability GL/Pollution			EG14246248-06	4/1/2024	6/30/2025	Limit Deductible Aggregate	$1,000,000 $50,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of insurance subject to the terms and conditions of the policy
Named Insured's:
Thatcher Company, Inc.
Thatcher Group, Inc.
Thatcher Transportation, Inc.
Thatcher Company of Arizona, Inc.
Thatcher Company of California, Inc.
Thatcher Company of Montana, Inc.
See Attached...

CERTIFICATE HOLDER

City of Santa Fe
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

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AGENCY CUSTOMER ID: THATCOM-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Thatcher Company, Inc. P O Box 27407 Salt Lake City, UT 84127
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

Thatcher Company of Nevada, Inc.
Thatcher Company of New York, Inc.
Thatcher Chemical of Florida, Inc.
Thatcher Pharmaceuticals, Inc.
Thatcher Company of North Dakota, Inc.

All carriers are rated A XV

City of Santa Fe, its representatives, agents and employees, are Additional Insured with respect to General Liability and Auto Liability. Coverage is Primary and non-contributory as long as no other insurance applies. Wavier of Subrogation applies in favor of Additional Insured with respect to General Liability.

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ENDORSEMENT NO. 4

This endorsement, effective 12:01 AM, 4/1/2024

Forms a part of Policy No EG14246248-06

Issued to: THATCHER 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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY COVERAGE FORM

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:

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM, 04/01/2024

Forms a part of Policy No.: EG14246248-06

Issued to: THATCHER COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGES A, B AND E ADDITIONAL INSURED - DESIGNATED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY COVERAGE FORM

Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule below, but only with respect to **bodily injury, property damage, personal and advertising injury, environmental damage** or **emergency response costs** 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 work**; or

B. In connection with your premises owned by or rented to you.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

POLICY NUMBER: 4489610

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04/01/2025	Countersigned By: (Authorized Representative)
Named Insured: THATCHER COMPANY, INC.	

SCHEDULE

Name of Person(s) or Organization(s):
AS REQUIRED PER WRITTEN CONTRACT

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Copyright, Insurance Services Office, Inc., 1998

CITY OF SANTA FE

Date: April 21, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW
RW (Apr 21, 2025 13:28 MDT)

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager

Subject: Amendment #1 to On-Call Construction Contract 23-0224

Vendor Name: GME General Building, LLC.

Munis Vendor Number: 9810

ITEM AND ISSUE:
Request for Approval of Amendment No. 1 to Construction Contract Item 23-0224 with GME General Building, LLC. to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

CONTRACT NUMBER:
The Munis contract number is 3204021.

BACKGROUND AND SUMMARY:

On May 14, 2023, the Governing Body approved on-call construction contracts with GME General Building, LLC. and three other vendors. These on-call contracts are essential to efficiently deploy funds for pavement rehabilitation and roadway and trails construction projects.

This amendment adjusts the pricing on the contract as provided for in Article 2, paragraph D "Escalation/Reduction Clause" which allows the contractor, at the time of contract renewal, to adjust pricing not to exceed 10% annually. Based on the contractor's request and verification by staff of increased costs for paving and concrete projects as published by NMDOT, prices will increase by 20%, cumulative for 2 years since contract establishment. The amendment also allows for adjusting pricing for changes in law such as tariffs that could affect costs.

Note that on-call contracts are not a guarantee of work and that task orders are issued as needs arise and funding is available. Staff requests quotes from multiple contractors for each project and Contractors may quote pricing that is lower than the contract price list.

This amendment also extends the contract through May 2026 and modifies the term to allow for extensions up to 10 years in accordance with NMSA 1978, Sections 13-1-150 through 152.

ATTACHMENTS:
Amendment #1
Price Increase Justification Letter
Original contract packet
COI

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:** 04/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB **- ITB#23/48/B**

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

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: _____

To: City of Santa Fe
Re: On-call Roadway & Trails Construction Services 23/48/B
Topic: Request for 20% escalation to prices and agreement for contract extension.

GME General Building is requesting to extend our contract and request a 20% escalation to all line items attached. Over the last two years the State of New Mexico has increased labor costs and fringe wages every six months on the Wage Decisions from workforce solutions. We have seen the costs of concrete, rebar, emulsions, asphalt, equipment, and several other items continually increase from 20%-30%. The cost of living has continued to increase in Santa Fe and around the state. The maintenance of vehicles and equipment are at an all-time high. We as members of the State and the City of Santa have seen these cost increases in our businesses, city and state operating costs and in our home lives. Another contributing factor is the lack of workforce and material availability which has created longer periods of time to complete projects and lots of overtime on existing employees. We have not yet felt the increases that are expected through new tariff policies, so we believe a 20% increase on all items of this contract is justifiable. This increase will cover this year and last year's escalation per the contract. If the city deems otherwise, we still wish to continue with the extension of our contract and continue our relationship with the City. Thank you for your time and concern about this matter and we are excited about the work in the future.



Erik Trujillo Vice President

3225 Richards Lane Unit A, Santa Fe, NM 87507 505-690-7438 gmegeneralbuilding.com



3225 Richards Lane Unit A, Santa Fe, NM 87507 505-690-7438 gmegeneralbuilding.com

Item# 23-0224
Munis Contract# 3204021

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **GME General Building, 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 let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2023.

The CITY and the CONTRACTOR agree:

1. **Scope of Work.**

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway and Trails Construction Services (Bid # 23/48/B) as follows:

A. General:

The City of Santa Fe Public Works Department wishes to establish a City-wide Price Agreement for on-call roadways and trails construction services, which consists of, but is not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle and pedestrian facilities throughout the City of Santa Fe.

The construction of this project will be in accordance with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition (NMDOT, SSHBC).

Public Works Department shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the roadway, storm water drainage, streets, trails, bicycle and pedestrian facilities, signage, and pavement markings required for the project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor must have sufficient experience in constructing this type of work and therefore is familiar with all combinations of materials, labor, and equipment that are required for the successful completion of this project.
- Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.
- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

B. Specific:

1. Maintenance of Traffic

The Contractor shall furnish traffic control devices, take protective and safety measures, and complete the work. If the Contractor fails to do so, the Construction/Project Manager (The Construction/Project Manager will be listed on each Task Order) will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager. Failure by the Contractor to take the corrective action as directed by the Construction/Project Manager shall result in the City assessing to the Contractor the incurred costs for the corrections plus an additional 10% for administrative costs.

The Contractor shall not endanger the traveling public when moving equipment on or across the Right of Way (ROW) and roadway. The Contractor's equipment shall enter and leave the ROW and roadway in the direction of the traveled way, except with the written approval of the Construction/Project Manager.

The Construction/Project Manager may direct the Contractor to maintain the pavement surface, which the City will pay for.

The City is responsible for snow removal on sections of roadway open to the traveling public.

The Construction/Project Manager will coordinate snow removal with the Contractor and the City maintenance patrol.

The Contractor shall furnish warning devices, take protective and safety measures, and complete shoulder work, drainage structures, or other features of the work. If the Contractor fails to do so, the Construction/Project Manager will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Contract. The Contractor shall advise and schedule access modifications with local business owners and residences and the Construction/Project Manager at least 24 hours in advance.

The Contractor shall not open partially completed sections of the traveled way unless directed or approved by the Construction/Project Manager. If the traveled way is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening until final acceptance of the project. The Construction/Project Manager will provide written instructions approving any sections, which are to be opened. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

2. Rights in and use of Materials

The Contractor may use materials found in the excavation for completing pay items. Payment will be made for both the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used.

If the excavated material would have been used to construct embankments or bridge approaches or for other purposes, any of which would have been required to complete the contract, the Contractor shall replace the excavated material with acceptable material at no additional cost to the City. The City will not charge the Contractor for the use of the excavated material. The Contractor shall obtain written authorization from the Construction/Project Manager before excavating material that is within the ROW but outside the grading limits, as shown by the slope and grade lines. Prior to granting approval, the Construction/Project Manager will verify that the requirements of Section 107, "Legal Relations, Environmental Requirements, and Responsibility to the Public" (NMDOT, SSHBC 2019 Edn.) have been met. If not previously cleared environmentally, meeting these requirements will be the responsibility of the Contractor.

Unless otherwise provided, the Contractor may temporarily use the material from existing structures in the erection of a new structure but shall not, without the approval of the Construction/Project Manager, cut or otherwise damage such materials.

3. Storage of Materials

The Contractor shall request from the Construction/Project Manager written approval to store

equipment or materials within the ROW for the adequate execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for the replacement or repair of materials affected by inadequate protection.

4. Final Clean Up

Pits located on state or federal land are governed by the appropriate requirements of the City. The requirements of this section do not apply to a commercial source.

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all deleterious material, rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Construction/Project Manager or otherwise required by the Contract. To avoid the requirement of removal of equipment from private property before final acceptance, the Contractor shall make appropriate arrangements with private property owners and provide documentation of the arrangement to the Construction/Project Manager.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage. Unless borrow pits or surfacing pits are suitable to develop as ponds or lakes and the property owner has notified the City in writing that such development is planned, the Contractor shall where practicable leave all pits well drained.

The Contractor shall, when excavation is complete, contour grade pits, except quarry pits, to blend with the natural topography of the surrounding area or in accordance with the Contract or agreements with the property owners.

5. Compliance with Plans and Specifications

The Contractor shall perform the work and provide the materials in substantial compliance with the lines, grades, cross sections, dimensions, and material requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the Construction/Project Manager determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The Construction/Project Manager's determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the Construction/Project Manager may determine the work is nonetheless acceptable. If accepted the

Construction/Project Manager will, by change order, provide an adjustment for work or materials.

6. Coordination with Utilities

The Contractor shall comply with the Notice to Contractors regarding cooperation with utilities for relocations, adjustments, and installations of utilities. The Contractor's responsibility is to adequately coordinate, notify, or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation.

The Contractor shall copy the Construction/Project Manager on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the Construction/Project Manager monthly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of project excavation work.

Failure by the utility owner to relocate, adjust, or install the utility in accordance with the Contract may result in the Construction/Project Manager issuing written direction to the Contractor directing that the Contractor shall relocate, adjust, or install the utility.

The Contractor shall terminate operations in the immediate area of a utility conflict not identified in the Contract and encountered during the work. The Contractor shall immediately provide written notice to the Construction/Project Manager of the conflict. The Contractor shall continue work in other areas. The Construction/Project Manager shall provide written notification to the Contractor when work may commence in the area of terminated operations. The Contractor shall make requests for additional contract time or compensation. Where utility conflicts not identified in the Contract are present, the Contractor shall provide the Construction/Project Manager, on a weekly basis, evidence of adequate coordination and cooperation with utilities. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the Construction/Project Manager, on a weekly basis, evidence including a telephonic log of communications concerning the Contractor's continued cooperation and coordination activities with utilities.

7. Cooperation between Contractors

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with

the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other Contractors are unable to agree upon the sequence of work or other matters, the Contractor(s) shall request that the Construction/Project Manager provide a written decision on the issue. The Construction/Project Manager will allow a reasonable time for all parties to respond and, after reviewing the information received, will issue a decision binding on all parties within seven (7) days of receiving such information.

8. Inspection of Work

The Contractor shall provide the Construction/Project Manager with 48-hour notice for inspection of the work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The Construction/Project Manager may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the Construction/Project Manager's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City Inspector shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

9. Removal of Unacceptable and Unauthorized Work

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the Construction/Project Manager to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

Prior to City acceptance, the Contractor shall replace or repair materials damaged in transit or during handling at no additional cost to the City.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Construction/Project Manager will set the time limit for the replacement work.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the Construction/Project Manager's direction or as provided in the Contract; work performed beyond the lines and grades on the plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the time specified by the Construction/Project Manager, the Construction/Project Manager shall have authority to cause unacceptable work to be removed and replaced. The Construction/Project Manager will then deduct from the monies due or that become due to the Contractor the cost of removing or replacing the unacceptable or unauthorized work.

10. Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic on the unfinished roadway.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

11. Failure to Maintain Roadway or Structure

If the Contractor fails to maintain the project, the Construction/Project Manager shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the Construction/Project Manager may issue a written notice of "Non-Conformance" or notice of the Contractor's apparent "Default of Contract."

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the Construction/Project Manager may begin maintenance of the project. For corrective actions implemented by the Construction/Project Manager, the Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

12. Project Closure

a. Step I. Contractor Notice of Projected Substantial Completion Date
b. Step II. Completion Conference
c. Step III. Termination of Contract Time
d. Step IV. Project Inspection and Development of Punch List
e. Step V. Notice of Punch List Completion and Request of Final Inspection

f. Step VI. Final Inspection
g. Step VII. Contractor Submittal of Final Documentation
h. Step VIII. Physical Completion and Release of Retainage and Final Payment

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the Construction/Project Manager of the projected substantial completion date. This notice shall be provided a minimum of 30 days prior to the projected date unless otherwise approved by the Construction/Project Manager.

b. Step II. Completion Conference

Prior to the projected substantial completion date, the Construction/Project Manager shall conduct a completion conference with the Contractor to review the project and determine conformance with the Contract. The City and Contractor will address all outstanding work needed for substantial completion. The City and Contractor will agree on the schedule for completion of all work necessary for project closure.

Within five (5) days of the completion conference or as directed by the Construction/Project Manager the Contractor shall submit for approval by the Project Construction/Manager the Contractor's proposed updated schedule for project closure.

c. Step III. Termination of Contract Time and Determination of Substantial Completion

After the Steps I and II of project closure are complete and the Contractor has determined it is ready to request substantial completion, the Contractor shall provide to the Construction/Project Manager a written request to determine substantial completion. Within two (2) days of receipt of the request for substantial completion the Construction/Project Manager will issue a determination of substantial completion, contract time or, if applicable, liquidated damages assessments will cease upon substantial completion.

d. Step IV. Project Inspection and Development of Punch List

The Construction/Project Manager shall inspect the project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The Construction/Project Manager shall provide the Contractor written notice that all work is complete or shall provide a punch list. Contract time shall resume if the Contractor fails to provide acceptable work associated with the punch list within the agreed upon schedule that shall not exceed thirty (30) days and resumed contract time shall continue until all punch list work is accepted.

e. Step V. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the Construction/Project Manager that the punch list is complete and request final inspection.

f. Step VI. Final Inspection

The final inspection by the Construction/Project Manager will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the Construction/Project Manager shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the Construction/Project Manager, the Construction/Project Manager shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The Construction/Project Manager shall provide written notification of the final inspection acceptance to the Contractor within four (4) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

g. Step VII. Contractor Submittal of Final Documentation

The Contractor shall submit a schedule for submittal of the following documents required by the Contract including the Final Payment Voucher, Certificate of Payment of Claims, Summary to Contractor, Pit Release Letter, additional named insured Insurance Bonding Release, Affidavit of Wages Paid, and Surety Release within five (5) Days of the date of the written notice of final inspection acceptance. For the Pit Release Acceptance by the Construction/Project Manager of a letter of intent from the landowner for future use may exempt haul roads or other areas from their vegetation requirements.

The Contractor shall furnish a completed Certificate of Payment of Claims form from persons or firms, including the Contractor, who have filed claims for additional compensation, for labor performed, or for material, supplies, or services furnished to the Contractor or its subcontractors.

The City shall withhold final payment and no late payment interest shall be due for the withheld payments until the Contractor furnishes all documents required by the Contract.

h. Step VIII. Physical Completion and Release of Retainage and Final Payment

Upon the completion of Steps "a" through "g" of Project Closure the Construction/Project Manager shall provide a written determination of physical completion to the Contractor. The City shall not release retained amounts until physical completion and when the Contractor fully

complies with all Contract requirements.

Until physical completion of the project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof, by the action of the elements or from other causes, whether arising from the execution or from the non-execution of the work.

The City shall prepare an estimate summary to the Contractor, which is used for the proposed final payment voucher. The proposed final payment voucher shall correct all prior progress payments and release retainage. The City shall withhold from the proposed final payment voucher liquidated damages and overpayments. The Contractor shall sign, approve and return the City's final payment voucher. Upon receipt of a signed and approved final payment voucher, the City shall accept the work and pay the balance due on the final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

If the Contractor disputes the final payment voucher, then the Contractor shall submit the Notice of Intent to Claim form within seven (7) days of receipt of the final payment voucher.

The Contractor shall not change or modify the final payment voucher. If a clerical error on the final voucher is discovered the Contractor shall notify the Construction/Project Manager in writing before the seven (7) day expiration. If the Construction/Project Manager agrees that there is clerical error, the Construction/Project Manager will correct the error and reissue the final payment voucher. If the Construction/Project Manager does not agree, the Construction/Project Manager shall notify the Contractor in writing and the Contractor shall have seven (7) days of receipt to sign the final payment voucher or submit a Notice of Intent to Claim. If the Contractor submits a Notice of Intent to Claim form or the timeframe to submit the Notice of Intent to Claim form expires, the City shall accept the undisputed work, pay the undisputed balance unilaterally due on the final payment voucher. A claim is forever barred if the claim is not timely and properly submitted within seven (7) days of receipt of the City's proposed final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

Upon final acceptance, the City will complete its administrative process to close the project. Project closure occurs when the Construction/Project Manager signs the Project Closure form or Compass form for federally-funded projects.

C. Notice to Contractors

1. Special Contract Requirements: Owner/Contractor

You are hereby advised of the following:

a. The City of Santa Fe is the Principal Owner/Agency for the subject project. Any reference to the New Mexico Department of Transportation (NMDOT) or New Mexico State Highway and Transportation Department within this bidding documents, shall be interpreted as, "City of Santa Fe".

b. NMDOT Project Manager shall be interpreted as, "City of Santa Fe, Construction/Project Manager."
c. NMDOT Traffic Engineer shall be interpreted as "City of Santa Fe, Traffic Engineer."
d. District Traffic Engineer shall be interpreted a "City of Santa Fe, Traffic Engineer."

2. Existing Conditions

It is the Contractor's responsibility to verify existing conditions prior to construction start. Accessing existing utility infrastructure may require special coordination.

The Contractor shall notify 811 before beginning any work.

3. Overcharges

Overcharges resulting from antitrust violations are borne by the City. Through the submission of the bid, the Bidder certifies that s/he is duly authorized to assign, sell, convey, and transfer to the City all right, title and interest to all claims and causes of action the Bidder has or may acquire under state or federal antitrust laws provided that the claims or causes of action are related to the goods, materials or services that are the subject of this Contract and to the extent that the same are passed on to the City. Additionally, the Bidder certifies that it will require all of its subcontractors at all tiers to assign all federal and state antitrust claims and causes of action as described in the paragraph to the City. The provisions of this paragraph shall become effective at the time the City executes the Contract without further acknowledgment from the Bidder or the Bidder's Subcontractors at all tiers.

4. Contract Time

The contract time count consisting of a contract completion time & substantial completion time shall govern this project.

a. Contract Completion Time
The term of this agreement shall be two (2) years from date of award with the option to extend for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. This agreement shall not exceed four (4) years.

b. Progress Schedule
The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Construction/Project Manager prior to initiating any work on each task order. Contract & substantial completion time shall be shown on the Contractor's progress schedule.

c. Contract Completion Date
The day count for all work will be assigned by the Construction/Project Manager on a task-by-task basis. If the day count is not met, the Contractor shall be assessed liquidated damages for each consecutive working day or calendar day in excess of the

completion date in accordance with the Contract.

d. Cumulative Imposition of Liquidated Damages
The Contract completion time and substantial completion time will be evaluated and applied independently for each task order, and liquidated damages may be cumulatively imposed as specified in the Contract for the failure to achieve any of the required time or date requirements for each and every task order.

5. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

6. Cooperation with Utilities

For construction purposes, this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

a. City Owned Facility Infrastructure

If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

b. Non-City Owned Utility Infrastructure

Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

c. Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines
Contact: Ben Wiltbank, Terra Technologies LLC

505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

7. Restricted Work Hours

No lane closures shall be permitted during peak hours (6 am to 9 am and 4 pm to 7 pm). During peak hours, all lanes shall remain open and accessible. At all times, access shall be provided to properties and businesses.

The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

8. Historic District Concrete Color

All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected "Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

The color added to the concrete for the above-mentioned items shall be included in the cost of

the items, no additional payment will be made.

The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

9. Material, Compaction and Other Testings

This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each task order.

This work is to be done by a commercial materials testing laboratory run by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

Testing shall be done using a commercial materials testing laboratory.

It will be the responsibility of the Contractor to schedule testing. The Construction/Project Manager shall be notified daily of the intended testing times.

The Contractor shall submit testing laboratory invoices monthly.

Testing will be paid at the invoice amount billed to the Contractor by the testing laboratory, and submitted to and approved by the Construction/Project Manager.

Payments to the Contractor will be made only after the Construction/Project Manager has received all current test and analysis reports for the invoicing period.

Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

10. Mobilization

The City shall pay mobilization on a per mile basis. The payment will be made for a one time, one-way trip from the contractor's yard to the project site.

For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

11. Traffic Control Management

All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

Traffic control will be paid on a per day basis for minor and major traffic controls.

Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

Major traffic control projects are all those projects that include but are not limited to lane drops,

flag man operations, pilot-car operations, daily detours and lane/street closures.

D. Project: Per Task Order

E. City Department: Public Works

F. Distribution:

City	Regina Wheeler, Public Works Department Director
Contractor	GME General Building, LLC.
Engineer	TBD (per Task Order)
Construction Manager	TBD (per Task Order)
Project Manager	TBD (per Task Order)

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order is issued, the awarded contractor will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. 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 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 for failure to make payment within the time specified herein.

D. Escalation/Reduction Clause

For items in Attachment 1, the Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe 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 City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City'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 Awarded 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 Awarded 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 of receipt 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 of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **May 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). It can be extended for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. 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.

4. 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.

5. 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.

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 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 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 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 City ship 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 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.

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.

1. 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) Agreement compensation, as outlined in Article 2; or
5) Agreement 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 Agreement and become binding as a part of the original Agreement.

16. 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.

17. 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.

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 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.

19. 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.

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 Agreement may be terminated by the City.

21. 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.

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or

that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

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 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.

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 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.

25. 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.

26. 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.

27. 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.

28. 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: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Erik Trujillo, Vice-President, GME General Building, LLC., 5935 Agua Fria Street, Santa Fe, NM 87507, erik@generalbuilding.com.

29. 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.

30. 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.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General

Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. 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.

33. 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.

34. General and Special Provisions

A. Terms used in this Agreement 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 be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this 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 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 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 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 Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

L. 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.

M. 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.

N. Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

O. Pursuant to Section 13-4-11. NMSA 1978, 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 Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:
GME General Building, LLC

ERIK TRUJILLO
VICE-PRESIDENT

DATE: 4-19-23

CRS# 03-420217-00-0

Registration # 19-00110289

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 5/10/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 18, 2023 16:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 18:07 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various
Org. Name/Org#

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
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

City of Santa Fe
Official Notice of Award

April 26, 2023

Mr. Erik Trujillo
Vice President
GME General Building, LLC.
5935 Agua Fria St.
Santa Fe, NM 87507

Re. Bid #23/48/B

Dear Mr. Trujillo,

This letter shall serve as Notice of Award for the scope of services authorized under the pending Construction Contract Between the City of Santa Fe (City) and GME General Building, LLC. to provide on-call roadways and trails construction services. Once fully executed by the City of Santa Fe and recorded, a copy of the contract will be sent to you via e-mail.

As stated in your pending Agreement, the City will pay in full for services satisfactorily performed as per Task Order. When a Task Order is issued, you will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to you under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. A Notice to Proceed will be issued as per Task Order. If the Task Order will amount to one hundred twenty-five thousand dollars ($125,000) or more, the City will require Construction Contract Performance and Payment Bonds from you prior to the issuance of a Purchase Order.

Thank you, and we look forward working with you.

Sincerely,

Romella Glorioso-Moss

Romella Glorioso-Moss, PhD, AICP, CPM
Public Works Capital Projects Manager
Complete Streets Division

ATTACHMENT 1

Unit bid price fixed unless amended.

CITY OF SANTA FE PURCHASING OFFICE
200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	203000	Unclassified Excavation	C.Y.	1	$22.50	$15.00	$15.00	$12.00
2	203100	Borrow	C.Y.	1	$25.50	$20.00	$25.00	$18.00
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$27.80	$15.00	$20.00	$20.00
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$38.50	$18.00	$20.00	$25.00
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$15.50	$40.00	$10.00	$15.00
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$7.50	$0.50	$0.50	$0.50
7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1	$6.50	$0.40	$0.50	$0.50
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$5.50	$0.40	$0.50	$0.50
9	208000	Linear Grading	Mile	1	$2,500.00	$6,000.00	$5,000.00	$7,500.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
10	209000	Blading and Reshaping	Mile	1	$5,500.00	$6,500.00	$5,000.00	$7,500.00
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$450.00	$25.00	$25.00	$50.00
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$95.00	$20.20	$20.00	$50.00
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$5.50	$2.25	$2.50	$5.00
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.25	$2.50	$2.50	$2.00
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.25	$2.25	$2.40	$2.00
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.25	$2.00	$2.30	$2.00
17	303160	Base Course 6”	S.Y.	1	$13.25	$15.00	$14.40	$12.00
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1	$27.50	$12.00	$20.00	$25.00
19	405000	Detour Pavement Construction	S.Y.	1	$71.50	$110.00	$100.00	$65.00
20	407000	Asphalt Material for Tack Coat	Ton	1	$1,045.00	$800.00	$1,000.00	$950.00
21	407000A	Fog Seal for Roadway	Ton	1	$1,375.00	$900.00	$1,000.00	$1,250.00
22	407000B	Fog Seal for Trails	Ton	1	$1,650.00	$1,000.00	$1,100.00	$1,500.00
23	403701	Open Graded Friction Course Complete	Ton	1	$165.00	$180.00	$175.00	$150.00
24	408100	Prime Coat Material	Ton	1	$1,045.00	$900.00	$1,100.00	$950.00
25	411000	Hot Poured Crack Sealing	LB	1	$3.85	$3.25	$3.00	$3.50

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
26	411100	Polymer Binder/Aggregate Blend Crack Repair (1" – 6" Wide cracks)	LB	1	$4.95	$3.20	$4.00	$4.50
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
30	414120	Cold Milling (Asphalt) 2"	S.Y.	1	$1.50	$20.00	$4.50	$1.35
31	416000	Minor Pavement	S.Y./IN	1	$16.50	$15.00	$12.00	$15.00
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$181.50	$30.00	$48.00	$165.00
33	417000	Miscellaneous Paving	S.Y.	1	$181.50	$33.00	$45.00	$165.00
34	417100	Asphalt Curb (6" Width)	L.F.	1	$55.00	$15.00	$10.00	$50.00
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$14.30	$7.00	$7.65	$13.00
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$14.30	$6.00	$7.60	$13.00
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$14.30	$5.00	$7.55	$13.00
38	423283	HMA SP-IV Complete	Ton	1	$165.00	$220.00	$200.00	$150.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$14.30	$10.00	$7.65	$13.00
40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$14.30	$8.00	$7.60	$13.00
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$14.30	$7.50	$7.55	$13.00
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$250.00	$5.00	$25.00	$165.00
43	451080	Concrete Pavement - 8”	S.Y.	1	$285.00	$1.95	$240.00	$315.00
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	$300.00	$252.00	$400.00	$165.00
45	511000	Structural Concrete, CL A	C.Y.	1	$1,650.00	$1,790.00	$915.00	$1,760.00
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1	$250.00	$3.50	$4.00	$16.00
47	511501	Stucco (Color Determined by Project)	S.F.	1	$11.50	$5.00	$5.00	$10.00
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$1,650.00	$600.00	$700.00	$1,760.00
49	516000	Flowable Fill	C.Y.	1	$250.00	$120.00	$150.00	$360.00
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$8.25	$1.50	$2.00	$5.00
51	540060	Reinforcing Bars Grade 60	LB	1	$2.25	$2.25	$2.00	$2.50

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52	541200	Structural Steel for Miscellaneous Structures	LB	1	$3.35	$4.50	$3.00	$2.50
53	543002A	Metal Railing, Type D	L.F.	1	$225.00	$450.00	$435.00	$250.00
54	543002B	Metal Railing, Type W	L.F	1	$250.00	$450.00	$609.00	$275.00
55	543002C	Metal Railing, Type Thrie	L.F.	1	$325.00	$450.00	$555.00	$360.00
56	570012	12" Culvert Pipe	L.F.	1	$55.00	$62.00	$80.00	$50.00
57	570018	18" Culvert Pipe	L.F.	1	$77.00	$94.00	$110.00	$70.00
58	570024	24" Culvert Pipe	L.F.	1	$99.00	$130.00	$147.00	$90.00
59	570025	24" Culvert Pipe End Section	EACH	1	$825.00	$450.00	$550.00	$750.00
60	570030	30" Culvert Pipe	L.F.	1	$137.50	$145.00	$180.00	$125.00
61	570031	30" Culvert Pipe End Section	EACH	1	$1,650.00	$550.00	$1,000.00	$1,500.00
62	570036	36" Culvert Pipe	L.F.	1	$165.00	$205.00	$215.00	$150.00
63	570037	36" Culvert Pipe End Section	EACH	1	$2,090.00	$1,300.00	$1,400.00	$1,900.00
64	570048	48" Culvert Pipe	L.F.	1	$247.50	$260.00	$285.00	$225.00
65	570049	48" Culvert Pipe End Section	EACH	1	$4,400.00	$3,800.00	$3,000.00	$4,000.00
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$110.00	$140.00	$115.00	$100.00
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$550.00	$980.00	$385.00	$500.00
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$132.00	$207.00	$218.00	$120.00
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$836.00	$1,300.00	$570.00	$760.00
70	571000	3/8” Diamond Plate	S.F.	1	$25.00	$35.00	$30.00	$55.00

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71	601110	Removal of Surfacing	S.Y.	1	$3.30	$9.00	$7.50	$3.00
72	602010	Riprap Class B	C.Y.	1	$275.00	$250.00	$200.00	$250.00
73	602030	Riprap Class D	C.Y.	1	$275.00	$200.00	$150.00	$250.00
74	602060	Riprap Class G	C.Y.	1	$275.00	$220.00	$215.00	$250.00
75	602200	Gabions with rocks	C.Y.	1	$385.00	$280.00	$340.00	$350.00
76	603100	Temporary Soil Stabilant	ACRE	1	$550.00	$450.00	$750.00	$4,500.00
77	603200	Silt Fence	L.F.	1	$7.50	$8.00	$2.50	$5.50
78	603220	Check Dam Type I	L.F.	1	$70.00	$8.00	$20.00	$5.50
79	603250	Drop Inlet Protection Type I	EACH	1	$250.00	$200.00	$200.00	$200.00
80	603251	Drop Inlet Protection Type II	EACH	1	$250.00	$200.00	$250.00	$200.00
81	603261	Mulch Socks	L.F.	1	$4.00	$8.00	$3.00	$7.00
82	603262	Composted Mulch Socks	L.F.	1	$4.00	$8.00	$3.50	$7.00
83	606000	Metal Barrier W-Beam	L.F.	1	$50.00	$50.00	$55.00	$55.00
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$130.00	$130.00	$140.00	$145.00
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,000.00	$3,000.00	$3,200.00	$3,300.00
86	606051	End Treatment TL-3 End Terminal	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00
87	606052	End Treatment TL-2 End Terminal	EACH	1	$3,750.00	$3,750.00	$4,000.00	$4,125.00
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00

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89	606499	Post and Cable Barrier	L.F.	1	$55.50	$18.00	$20.00	$62.00
90	607004	Barbed Wire Fence 4'	L.F.	1	$5.50	$6.50	$3.50	$10.00
91	607005	Barbless Wire Fence 4'	L.F.	1	$5.50	$6.50	$4.00	$10.00
92	607026	Chain Link Fence 6'	L.F.	1	$85.00	$23.00	$25.00	$55.00
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$225.00	$45.00	$200.00	$250.00
94	607080	Bike Racks	EACH	1	$1,150.00	$2,000.00	$500.00	$1,300.00
95	607455	Chain Link Gate, 8' X 8’	EACH	1	$1,250.00	$1,500.00	$1,200.00	$1,520.00
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$125.00	$120.00	$90.00	$140.00
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$115.50	$115.00	$90.00	$130.00
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$102.50	$110.00	$90.00	$115.00
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$135.50	$140.00	$130.00	$150.00
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$125.50	$135.00	$130.00	$140.00
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$115.50	$130.00	$130.00	$127.05
102	608106	Drive Pad 6"	S.Y.	1	$125.50	$140.00	$135.00	$140.00
103	608204	Concrete Median Pavement 4"	S.Y.	1	$125.50	$120.00	$130.00	$140.00
104	608300	Detectable Warning Plastic	S.F.	1	$65.00	$25.00	$30.00	$71.50

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105	608400	Ada Ramp	S.Y.	1	$4,500.00	$65.00	$75.00	$5,000.00
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$135.50	$140.00	$140.00	$150.00
107	609200	Header Curb	L.F.	1	$30.00	$35.00	N/B	$33.00
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1	$45.00	$35.00	$42.60	$50.00
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$125.50	$110.00	$160.00	$140.00
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$40.00	$28.00	$42.60	$44.00
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$42.00	$33.00	$42.60	$46.20
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$38.00	$31.00	$42.60	$42.00
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$40.00	$36.00	$42.60	$44.00

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116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$45.00	$41.00	$42.60	$50.00
118	609412	Concrete Vertical Curb & Gutter B 6"X12"	L.F.	1	$35.00	$26.00	$42.60	$38.50
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$45.00	$28.00	$42.60	$50.00
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$40.00	$26.00	$42.60	$44.00
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$50.00	$33.00	$42.60	$55.00
123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$45.00	$31.00	$42.60	$50.00
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$40.00	$31.00	$42.60	$44.00

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125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$45.00	$38.00	$42.60	$50.00
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$50.00	$43.00	$42.60	$55.00
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$55.00	$40.00	$42.60	$60.50
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$50.00	$40.00	$42.60	$55.00
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1	$60.00	$45.00	$42.60	$66.00
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$55.00	$45.00	$42.60	$60.50
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$125.00	$45.00	$75.00	$137.50

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134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$130.00	$50.00	$75.00	$143.00
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$30.00	$42.00	$50.00	$46.20
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$70.00	$80.00	$100.00	$88.55
137	609706	Concrete Laydown Curb and Gutter 6" X 24” (1-25 LF)	L.F.	1	$45.00	$34.00	$42.60	$50.00
138	609706A	Concrete Laydown Curb and Gutter 6" X 24” (26-250 LF)	L.F.	1	$40.00	$32.00	$42.60	$44.00
139	609706B	Concrete Laydown Curb and Gutter 6" X 24” (251+ LF)	L.F.	1	$35.00	$32.00	$42.60	$38.50
140	609706C	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (1-25 LF)	L.F.	1	$50.00	$39.00	$42.60	$55.00
141	609706D	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (26-250 LF)	L.F.	1	$45.00	$37.00	$42.60	$50.00
142	609706E	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (251+ LF)	L.F.	1	$40.00	$37.00	$42.60	$44.00

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143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$125.00	$150.00	$85.00	$138.05
144	618000A	Traffic Control Management (Major)	DAY	1	$1,050.00	$220.00	$2,100.00	$2,000.00
145	618000B	Traffic Control Management (Minor)	DAY	1	$850.00	$110.00	$1,100.00	$1,250.00
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$15,000.00	$13,000.00	$8,500.00	$25,000.00
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$8,500.00	$8,000.00	$9,500.00	$25,000.00
148	623311	Curb Drop Inlet Type 1-B to 4’	EACH	1	$35,000.00	$15,000.00	$9,500.00	$25,000.00
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$13,500.00	$11,000.00	$8,500.00	$30,000.00
150	623501	Transverse Drop Inlet	EACH	1	$9,500.00	$10,000.00	$8,500.00	$35,000.00
151	623600	Junction Box	EACH	1	$4,200.00	$600.00	$5,000.00	$25,000.00
152	623999	Modify Existing Inlet	EACH	1	$12,500.00	$3,000.00	$3,500.00	$10,000.00
153	632000	Class A Seeding	ACRE	1	$11,000.00	$8,712.00	$10,000.00	$15,750.00
154	632020	Class C Seeding	ACRE	1	$29,000.00	$15,300.00	$25,000.00	$35,000.00
155	632100	Manhole Extension	EACH	1	$1,400.00	$600.00	$1,000.00	$2,500.00
156	662300	Tie to Existing Manhole	EACH	1	$850.00	$2,500.00	$2,500.00	$5,000.00

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157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$1,950.00	$950.00	$1,500.00	$2,500.00
158	662500	Manhole Frame and Cover	EACH	1	$1,250.00	$400.00	$500.00	$2,500.00
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$5,500.00	$7,000.00	$100,000.00	$5,000.00
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$8,250.00	$7,500.00	$3,500.00	$7,500.00
161	663850	Water Valve Adjustment	EACH	1	$800.00	$400.00	$1,000.00	$1,500.00
162	663855	Adjust Valve Box to Grade	EACH	1	$450.00	$300.00	$850.00	$1,500.00
163	667110	Mailbox Installation - Single	EACH	1	$450.00	$200.00	$350.00	$500.00
164	667209	Crusher Fines	C.Y.	1	$175.00	$35.00	$50.00	$25.00
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$75.00	$15.00	$40.00	$70.00
166	667500	Bollard	EACH	1	$1,200.00	$850.00	$350.00	$1,500.00
167	667501	Parking Bumpers	EACH	1	$250.00	$190.00	$100.00	$200.00
168	667505	Lay New Brick Sidewalk	S.Y.	1	$175.00	$120.00	$115.00	$193.00
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$225.00	$100.00	$100.00	$250.00
170	667515	Litter Receptacle	EACH	1	$850.00	$900.00	$500.00	$935.00
171	667520A	Park Bench 6’	EACH	1	$1,050.00	$1,000.00	$1,000.00	$1,155.00
172	667520B	Park Bench 8’	EACH	1	$1,250.00	$1,200.00	$1,100.00	$1,375.00
173	701000	Panel Signs	S.F.	1	$32.50	$39.00	$30.00	$30.00

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174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1	$18.50	$20.00	$15.00	$12.50
175	701030	Remove and Reset Panel Sign	EACH	1	$850.00	$500.00	$185.00	$250.00
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	Deleted as per Amendment No. 3. Repeat of Bid Item #174.			
177	702000	Construction Signing	S.F.	1	$18.50	$0.20	$20.00	$12.00
178	702110	Portable Sign Support	EACH	1	$165.00	$2.00	$150.00	$5.00
179	702110	Portable Sign Support	EACH	1	Deleted as per Amendment No. 3. Repeat of Bid Item #178.			
180	702320	Vertical Panel	EACH	1	$85.00	$0.60	$3.50	$5.00
181	702610	Portable Changeable Message Sign	EACH	1	$14,500.00	$22,353.50	$20,000.00	$2,500.00
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$45,000.00	$22,300.00	$23,400.00	$25,000.00
183	702710	Mobile Traffic Signal System	EACH	1	$65,000.00	$75,400.00	$75,000.00	$15,000.00
184	703300	Reflective Barrier Delineator	EACH	1	$50.00	$45.00	$19.00	$10.00
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.25	$1.00	$0.50	$1.00
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$3.25	$5.00	$9.00	$5.00

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187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.25	$1.00	$0.50	$1.00
188	704100	Removable Marking Tape 4"	L.F.	1	$5.00	$3.00	$1.75	$2.50
189	704104	Removable Marking Tape 12"	L.F.	1	$22.50	$3.00	$10.25	$5.50
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$18.50	$15.00	$9.00	$9.00
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$350.00	$400.00	$175.00	$175.00
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$250.00	$300.00	$125.00	$120.00
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$225.00	$300.00	$125.00	$120.00
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$225.00	$250.00	$125.00	$115.00
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$275.00	$350.00	$165.00	$160.00
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$95.00	$50.00	$18.00	$20.00
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$275.00	$300.00	$315.00	$320.00
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$350.00	$450.00	$165.00	$160.00
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1	$1.75	$0.80	$1.00	$1.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4”-3801-ES 3M Tape	L.F.	1	$4.60	$8.00	$4.50	$5.00
201	704762	Hot Thermoplastic Stripe 12”	L.F.	1	$5.00	$7.50	$5.00	$5.00
202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12”-3801-ES 3M Tape	L.F.	1	$14.50	$16.00	$14.50	$15.00
203	704764	Hot Thermoplastic Stripe 24”	L.F.	1	$8.80	$15.00	$9.00	$9.00
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24”-3801-ES 3M Tape	L.F.	1	$22.40	$32.00	$22.50	$25.00
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$407.00	$750.00	$400.00	$410.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$407.00	$750.00	$400.00	$410.00
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$308.00	$750.00	$300.00	$310.00
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,300.00	$375.00	$375.00
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$291.50	$1,200.00	$300.00	$300.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**	$291.50	$1,000.00	$300.00	$300.00
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**	$379.50	$1,200.00	$375.00	$380.00
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**	$12.65	$200.00	$12.50	$15.00
217	706110	Service Riser (Lighting)	EACH	**1**	$550.00	$3,170.00	$3,330.00	$3,500.00
218	706210	Meter Pedestal (Lighting)	EACH	**1**	$11,880.00	$11,700.00	$12,000.00	$12,000.00
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**	$3,190.00	$8,780.00	$9,200.00	$9,658.00
220	707530	Type V Standard, 30'	EACH	**1**	$4,730.00	$5,120.00	$5,375.00	$5,635.00
221	707540	Type V Standard, 40'	EACH	**1**	$5,280.00	$7,920.00	$8,300.00	$8,712.00
222	707550	Type V Standard, 50'	EACH	**1**	$5,830.00	$11,530.00	$12,100.00	$12,685.00
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**	$6,820.00	$5,526.00	$5,800.00	$7,000.00
224	707801	Remove & Reset Type I Standard Complete	EACH	**1**	$935.00	$752.00	$790.00	$850.00
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**	$2,640.00	$2,169.00	$2,275.00	$2,400.00
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**	$3,410.00	$5,583.00	$5,860.00	$6,145.00
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**	$21.50	$18.00	$19.00	$21.50
228	709030	Rigid Electrical Conduit 3"	L.F.	**1**	$33.50	$25.00	$26.00	$35.00
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**	$47.50	$31.00	$32.50	$50.00
230	710000	Electrical Pull Box (Standard)	EACH	**1**	$3,960.00	$1,215.00	$1,295.00	$1,340.00
231	710010	Electrical Pull Box (Large)	EACH	**1**	$4,620.00	$1,305.00	$1,370.00	$1,500.00
232	711102	Single Conductor 2	L.F.	**1**	$6.60	$5.40	$5.75	$6.00

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233	711230	Single Conductor 3/0	L.F.	**1**	$14.00	$9.40	$9.90	$10.50
234	716701	LED Roadway Luminaire	EACH	**1**	$935.00	$760.00	$800.00	$850.00
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**	$14,500.00	$6,500.00	$10,000.00	$1,500.00
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**	$1.25	$3.00	$1.00	$1.00
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**	$200.00	$500.00	$135.00	$140.00
		Bidder's Total Cost			$428,242.35	$522,202.60	$460,581.10	$457,535.45
		EXCEL Calculation			$428,242.35	$372,682.00	$460,611.10	$457,535.45
		DIFFERENCE			$0.00	$149,520.60	-$30.00	$0.00

ATTACHMENT 2

LIST OF LUMP SUM BID ITEMS

Final unit bid price as per Task Order

CITY OF SANTA FE PURCHASING OFFICE
200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	201000	Clearing and Grubbing (refer to Section 201, SSHBC)	L.S.	1	$8,250.00	$10,000.00	$13,000.00	$7,500.00
2	601000	Removal of Structures and Obstructions (refer to Section 601, SSHBC	L.S.	1	$38,500.00	$30,000.00	$20,000.00	$35,000.00
3	6032801	Storm Water Pollution Prevention Plan Preparation and Maintenance (refer to Section 603, SSHBC)	L.S.	1	$5,500.00	$6,500.00	$6,000.00	$5,000.00
4	617000	Vibration Monitoring (refer to Section 617, SSHBC)	L.S.	1	$19,800.00	$10,000.00	$50,000.00	$18,000.00
5	617003	Video Recording	L.S.	1	$600.00	$5,000.00	$500.00	$5,000.00
6	618011	Public Awareness (refer to Section 618, SSHBC)	L.S.	1	$2,500.00	$3,000.00	$500.00	$5,000.00
7	621000	Mobilization	L.S.	1	$2,000.00	$30,000.00	$10,000.00	$50,000.00

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
8	663049	Preconstruction Utility Survey (refer to Section 663, SSHBC)	L.S.	1	$5,500.00	$4,000.00	$2,500.00	$5,000.00
9	702810	Traffic Control Devices for Construction (refer to Section 702, SSHBC)	L.S.	1	$44,000.00	$55,435.00	$55,000.00	$40,000.00
10	702811	Traffic Control Devices for Pedestrian and Bicyclist (refer to Section 702, SSHBC)	L.S.	1	$11,000.00	$4,503.00	$4,500.00	$10,000.00
11	705000	Signal/Lighting System Start-Up Costs	L.S.	1	$1,650.00	$1,309.80	$1,375.00	$1,500.00
12	707000	Traffic Signal Items Complete in Place (refer to Section 707, SSHBC)	L.S.	1	$139,989.00	$190,000.00	$199,500.00	$127,289.03
13	716000	Lighting Items Complete in Place (refer to Section 716, SSHBC)	L.S.	1	$137,500.00	$112,000.00	$118,000.00	$125,000.00
14	801000	Construction Staking by Contractor (refer to Section 801, SSHBC)	L.S.	1	$27,500.00	$30,000.00	$20,000.00	$25,000.00
15	802000	Post Construction Plans (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	4,000.00	7,500.00	10,000.00
16	901000	Contractor Process Quality Control (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	5,000.00	15,000.00	7,500.00
17	901012	Testing (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	18,000.00	25,000.00	15,000.00
18	663000	Utility Relocations (refer to Section 663, SSHBC)	L.S.	1	$41,800.00	$35,070.20	$2,000.00	$38,122.26
		Total 1-18			**$501,089.00**	**$553,818.00**	**$550,375.00**	**$529,911.29**

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
	L1	Clearing and grubbing	S.F.	48,700	$2,750.00	$12,000.00	$2,435.00	$2,500.00
	L2	Remove debris, trash, tires, concrete, etc.	C.Y.	215	$5,912.50	$14,500.00	$6,450.00	$5,375.00
	L3	Tree demolition (juniper and pinon with average height of 5-ft)	EACH	20	$3,300.00	$4,000.00	$3,000.00	$3,000.00
	L4	Tree preservation fencing	L.F.	292	$1,606.00	$2,000.00	$2,920.00	$1,460.00
	L5	4” Concrete	S.F.	685	$10,450.00	$6,165.00	$7,535.00	$9,590.00
	L6	Scoria rock in plant well	C.Y.	8	$220.00	$800.00	$800.00	$200.00
	L7	Mulch – general	S.F.	500	$8,250.00	$1,400.00	$250.00	$7,500.00
	L8	Shrubs, 1 gallon	EACH	110	$3,025.00	$11,500.00	$2,200.00	$2,750.00
	L9	Shade tree, 1.5” caliper	EACH	3	$825.00	$2,300.00	$450.00	$750.00
	L10	Revegetation seeding	S.F.	43,500	$5,500.00	$10,875.00	$10,875.00	$5,000.00
		Total of Scenario #19			$41,838.50 *Purchasing’s Calculations	$65,540.00	$36,915.00 *Purchasing’s Calculations	$38,125.00
19	664000	Landscape Complete (refer to Section 664, SSHBC)	L.S.	1	**$41,800.00** *Bidder’s Calculations	**$65,540.00**	**$46,590.00** *Bidder’s Calculations	**$38,125.00**

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
20	617003	Vibration Monitoring (refer to section 617, SSHBC)	L.S.	1	**$17,600.00**	**$5,000.00**	**$9,600.00**	**$38,125.00**
		Total Attachment #2 *Purchasing's Calculations			$560,527.50	$624,358.00	$596,890.00	$606,161.29
		GRAND TOTAL *Purchasing's Calculations			**$988,769.85** *Does not match	**$997,040.00**	**$1,057,501.10** *Does not match	**$1,063,696.74**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2025

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 Burke Insurance Group, LLC 1690 S. Telshor Blvd Las Cruces NM 88011	**CONTACT NAME:** Melissa Morris **PHONE (A/C, No, Ext):** 575-616-5325 **FAX (A/C, No):** **E-MAIL ADDRESS:** melissa.morris@risk-strategies.com
INSURED GMEGENE-01 GME General Building, LLC 3225 Richards Lane, Suite A Santa FE NM 87507	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** United Fire Group — 13021 **INSURER B :** Builders Trust of NM — 525190 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 857642945 **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	60511880	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 $	$ 1,000,000 $ 100,000 $ 10,000 $ 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	Y	Y	60511880	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired and Non-Owned	$ 1,000,000 $ $ $ $ 1,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			60511880	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC-100-0006394-2025A	1/1/2025	1/1/2026	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)

Project: Any and All Jobs

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
120 S Federal Pl #305
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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AGENCY CUSTOMER ID: GMEGENE-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Burke Insurance Group, LLC	NAMED INSURED GME General Building, LLC 3225 Richards Lane, Suite A Santa FE NM 87507
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

City of Santa Fe and Owner are named as Additional Insured per Additional Insured Endorsement for ongoing and completed operation for General Liability as required by written contract. City of Santa Fe and Owner are named as Additional Insured on all policies except Worker's Compensation per written contract. A waiver of subrogation exists in favor of City of Santa Fe and Owner as to the general liability, auto, umbrella and workers compensation policies as per written contract. The general liability, auto and umbrella policies are primary and non-contributory.

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BUILDERS TRUST®
OF NEW MEXICO

WAIVER OF SUBROGATION

Insured Name: GME General Building LLC
Insured Policy Number: WC100-0006394-2025A

Builders Trust of New Mexico waives any right of recovery of subrogation against the certificate holder named on this certificate of insurance, but only to the extent that the employers to whom we provide coverage performs work under a written contract with the certificate holder that requires this waiver.

Name of Person	Name of Organization
	Blanket Waiver of Subrogation

Date: 12/11/2024 Countersigned by Randy L. Akin

Agency Number: 6 – 8
Agency Name: Burke Insurance Group LLC

(505) 345-3477 ■ 1-800-640-3369 ■ FAX (505) 344-7245
5931 OFFICE BOULEVARD, NE SUITE 3 ALBUQUERQUE, NM 87109 ■ P.O. BOX 91330 ALBUQUERQUE, NM 87199-1330
www.builderstrust.com

CG 71 03 07 17

ULTRA LIABILITY PLUS ENDORSEMENT

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

* Extended Property Damage
* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
* Coverage for non-owned watercraft is extended to 51 feet in length
* Property Damage - Borrowed Equipment
* Property Damage Liability - Elevators
* Coverage D - Voluntary Property Damage Coverage
  $5,000 Occurrence with a $10,000 Aggregate
* Coverage E - Care, Custody and Control Property Damage Coverage
  $25,000 Occurrence with a $100,000 Aggregate - $500 Deductible
* Coverage F - Electronic Data Liability Coverage - $50,000
* Coverage G - Product Recall Expense
  $25,000 Each Recall Limit with a $50,000 Aggregate - $1,000 Deductible
* Coverage H - Water Damage Legal Liability - $25,000
* Increase in Supplementary Payments: Bail Bonds to $1,000
* Increase in Supplementary Payments: Loss of Earnings to $500
* For newly formed or acquired organizations - extend the reporting requirement to 180 days
* Broadened Named Insured
* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
* Automatic Additional Insured - Vendors
* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
* Automatic Additional Insured - Managers or Lessor of Premises
* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
* Additional Insured - Employee Injury to Another Employee
* Automatically included - Aggregate Limits of Insurance (per location)
* Automatically included - Aggregate Limits of Insurance (per project)
* Knowledge of occurrence - Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
* Blanket Waiver of Subrogation
* Liberalization Condition
* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
* Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 12 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Extended Property Damage

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"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.

2. Expanded Fire Legal Liability

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage 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**.

3. Non-Owned Watercraft

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. Property Damage – Borrowed Equipment

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

"Property damage" to property of others caused by the insured:

a. While in your possession; or

b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

(1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

(2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;

(3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

a. Item **(4)** of exclusion **j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

a. Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

b. "Property damage" means:

(1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

(3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

a. Insuring Agreement

(1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.

(2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

(1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".

(2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".

(3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.

(4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.

(5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.

(6) “Bodily injury” or “property damage”.

(7) Failure of “your product” to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.

(8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.

(9) Legal fees or expenses.

(10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of “your product”.

(11) “Product recall expense” arising from the “product recall” of any of “your products” for which coverage is excluded by endorsement.

(12) Any “product recall” initiated due to the expiration of the designated shelf life of “your product”.

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under **Coverage H** (**Section I**) applies to “property damage” arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. To read **SUPPLEMENTARY PAYMENTS**

2. Bail Bonds

Item **1.b.** is amended as follows:

b. Up to $1,000 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.

3. Loss of Earnings

Item **1.d.** is amended as follows:

d. 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 $500 a day because of time off from work.

4. The following language is added to Item **1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item **3.a.** is deleted and replaced by the following **:**

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. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item **1.f.** is added as follows:

f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

(1) Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired more than 50 percent of the voting stock; and

(2) Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

a. 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;

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "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 failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. 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 the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
   a. 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
   b. 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.

6. **Additional Insured - Vendors**

a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of “your products” shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

(1) The insurance afforded to such vendor only applies to the extent permitted by law; and

(2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor 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 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.

(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 Sub-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.

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7. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) 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.

b. 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.

8. Additional Insured – Managers or Lessors of Premises

a. Any person(s) or organization(s), 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:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

9. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or “personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

(1) Your acts or omissions; or

(2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) 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 exclusion applies:

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

(1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection or engineering services.

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 the failure to render any professional services.

10. Additional Insured- Employee Injury to Another Employee

With respect to your “employees” who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED** is amended to read:

a. “Bodily injury” or “personal and advertising injury”

(1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(1)(a)** above; or

(3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph **3.a.** is deleted.

For the purpose of this Item **10** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under **Coverage C;**

b. Damages under **Coverage A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under **Coverage B;** and

d. Damages under **Coverage H.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G.**

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added:

8. Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** $25,000 is the most we will pay under **Coverage H** for **Water Damage Legal Liability.**

Coverage G - Product Recall Expense

9. Aggregate Limit $50,000

Each Product Recall Limit $25,000

a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and $1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" 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.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items **5** through **10** of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement;

b. 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.

13 Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $5,000 "occurrence" limit and a $10,000 "aggregate" limit is the most we will pay under Coverage **A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $25,000 "occurrence" limit and a $100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of $500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

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 has been paid by us.

As respects this coverage "aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is $50,000 without regard to the number of "occurrences".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition **2.,** Items **a.** and **b**. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

i. How, when and where the "occurrence" took place;

ii. The names and addresses of any injured persons and witnesses, and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. 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. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition **4. Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition **(5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

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: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to **Coverage G - Product Recall Expense**

In event of a "product recall", you must

a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".

b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.

c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.

d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.

e. Cooperate with us in the investigation or settlement of any claim.

f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

SECTION V – DEFINITIONS

A. At item **12.** "Mobile equipment" the wording at **f.(1)** is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item **3.** “bodily injury” is deleted and replaced with the following:

3. “Bodily injury” means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. The following definitions are added for this endorsement only:

23. “Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and

b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:

(1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or

(2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.

b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.

c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.

d. Transportation and accommodation expense incurred by your employees.

e. Rental expense incurred for temporary locations used to store recalled products.

f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.

g. Transportation expenses incurred to replace recalled products.

h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

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The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph **A. Coverage** at **1. Who Is An Insured** is amended to include the following:

(Broad Form Insured)

d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(1) That is a joint venture or partnership,

(2) That is an "insured" under any other policy,

(3) That has exhausted its Limits of Insurance under any other policy, or

(4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

(1) Currently in effect or becoming effective during the term of this policy; and

(2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and **(4)** are replaced by the following:

(Bail Bond Coverage)

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;

c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or

d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

a. For private passenger type vehicles we will pay up to $100 per disablement.

b. For all other covered "auto's" we will pay up to $500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

a. Transportation Expenses is amended to provide the following limits:

We will pay up to $60 per day to a maximum of $1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions:**

(Extra Expense – Theft)

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is $5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

(1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.

(2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

(b) 30 days.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or

(b) $75 per day.

(c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to $500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at **1.b.** is amended to provide the following limits:

b. Limits of $1,000 per "loss" is increased to $5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of $500 for early termination fees or penalties on the lease or loan for a covered"auto" less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease / loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:

(1) You, if you are an individual;

(2) Any partner or insurance manager if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation;

(4) Your members, managers or insurance manager, if you are a limited liability company; or

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph **5.b.** is replaced by the following:

b. **(1)** For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:

(a) Any Covered "auto" you lease, hire, rent or borrow; and

(b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

(a) $75,000 per accident, or

(b) actual cash value at the time of loss, or

(c) cost of repair.

Minus a $500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS, C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION,** of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

COMMERCIAL AUTO
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

(1) The amount we will pay for the "ultimate net loss" is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".

c. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.a.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.a.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.a.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

f. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

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" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph **(1), (2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

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d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

(1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or

(2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

h. Employment-related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a), (b),** or **(c)** above is directed.

This exclusion applies whether the injury-causing event described in Paragraph **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or

(2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft 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 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 50 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or

(5) Aircraft that is:

(a) Chartered by, loaned to, or hired by you with a paid crew; and

(b) Not owned by any insured.

k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

l. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Damage To Property

"Property damage" to:

(1) Property:

(a) 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; or

(b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".

(2) Premises you sell, 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

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(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(1)(b), (3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

n. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

o. 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.

p. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

q. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

r. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

s. Professional Services

"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;

(3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

(4) Engineering services, including related supervisory or inspection services;

(5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

(6) Any health or therapeutic service treatment, advice or instruction;

(7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

(8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

(9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(10) Body piercing services;

(11) Services in the practice of pharmacy;

(12) Law enforcement or firefighting services; and

(13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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 rendering of or failure to render any professional service.

t. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

u. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

(1) The amount we will pay for the "ultimate net loss" is limited as described in Section **III** – Limits Of Insurance; 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 under Coverages **A** or **B.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".

c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

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2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(1) Knowing Violation Of Rights Of Another

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

(2) Material Published With Knowledge Of Falsity

Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Material Published Prior To Policy Period

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

(4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

(a) Liability for damages that the insured would have in the absence of the contract or agreement.

(b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

(6) Breach Of Contract

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

(7) Quality Or Performance Of Goods – Failure To Conform To Statements

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(8) Wrong Description Of Prices

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(9) Infringement Of Copyright, Patent, Trademark Or Trade Secret

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

(10) Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(11) Electronic Chatrooms Or Bulletin Boards

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) Unauthorized Use Of Another's Name Or Product

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(14) Employment-related Practices

To:

(a) A person arising out of any:

(i) Refusal to employ that person;

(ii) Termination of that person's employment; or

(iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph **(i), (ii)** or **(iii)** above is directed.

This exclusion applies whether the injury-causing event described in Paragraph **(i), (ii)** or **(iii)** above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(15) Professional Services

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(a) Legal, accounting or advertising services;

(b) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;

(c) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

(d) Engineering services, including related supervisory or inspection services;

(e) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

(f) Any health or therapeutic service treatment, advice or instruction;

(g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

(h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

(i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(j) Body piercing services;

(k) Services in the practice of pharmacy;

(l) Law enforcement or firefighting services; and

(m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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 offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

(16) War

However caused, arising, directly or indirectly, out of:

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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(17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

b. "Pollution cost or expense".

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:

a. All expenses we incur.

b. Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. 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 $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".

3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

(3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

b. Each of the following is also an insured:

(1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(a) "Bodily injury" or "personal and advertising injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(a)(i)** above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(a)(i)** or **(ii)** above.

(b) "Property damage" to property:

(i) Owned, occupied or used by;

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

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(3) Any person or organization having proper temporary custody of your property if you die, but only:

(a) With respect to liability arising out of the maintenance or use of that property; and

(b) Until your legal representative has been appointed.

(4) 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 Coverage Part.

c. 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:

(1) Coverage under this provision is afforded only until the 90th day 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 and advertising injury" arising out of an offense committed before you acquired or formed the organization.

2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":

a. You are an insured.

b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:

(1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.

(2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.

(6) "Employees" with respect to "bodily injury" to:

(a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

(b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **(a)** above.

c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject 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:

a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made, "suits" brought, or number of vehicles involved; or
   c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
   a. Coverage **A,** except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
   b. Coverage **B.**
3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
   a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
   b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

   However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph **2.** above, applies 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, 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.

SECTION IV – CONDITIONS

1. **Appeals**

   If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section **III** – Limits Of Insurance.

2. **Bankruptcy**
   a. **Bankruptcy Of Insured**

      Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
   b. **Bankruptcy Of Underlying Insurer**

      Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

   However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim 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";

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(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 injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverages **A** or **B** 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 will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

6. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us;

c. We have issued this policy in reliance upon your representations; and

d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and

b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

14. Expanded Coverage Territory

a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.

d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

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SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
   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 to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
   b. A sidetrack agreement;
   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
   g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

   Paragraphs **f.** and **g.** do not include that part of any contract or agreement:
   (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
   (2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

(3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Pollution cost or expense" means any loss, cost or expense arising out of any:

a. 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

b. 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".

17. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.

20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" 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 or the "underlying insurer's" consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.

24. "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".

25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".

26. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

27. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

28. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO LIABILITY FOLLOW FORM

In the event that valid "underlying insurance" for the full limit of insurance as shown in the Schedule of Underlying Insurance exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto" owned or operated by or rented or loaned to any insured, coverage provided by this policy will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

The provisions, exclusions and limitations apply 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 "auto" that is owned or operated by or rented or loaned to any insured.

The provisions, exclusions and limitations do not apply to:

1. 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; or

2. "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 in the state where it is licensed or principally garaged; or

    b. The operation of any equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

In the event the operation of any "auto" is excluded from the application of "underlying insurance", then no coverage under this policy will be provided to any insured.

In the event that punitive, multiple or exemplary damages are excluded from the application of "underlying insurance", they shall likewise be excluded from the application of coverage provided by this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance;

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;

(3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";

(4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.

(5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

(6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

Item#_____
Munis Contract# 3204021
Original Contract Item# 23-0224
ITB #: 23/48/B

CITY OF SANTA FE
AMENDMENT No. 1 TO
Construction Contract
ITEM# 23-0224

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE on-call CONSTRUCTION CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and GME General Building, 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 on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

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 D of the Contract is amended by replacing Attachment 1 with the revised Attachment 1, attached hereto.

Article 2. of the Contract is hereby amended to add the following Article 2.E:

E. Cost Increases Due to Changes in Law

In the event that changes in tariff rates increases the price of goods or materials following the effective date of this amendment, the Contractor may request additional goods or materials cost increases from the City. In its request, the Contractor should identify the law that has impacted the price of goods or materials and how directly it impacts the specific goods or materials required by the Contractor for this specific contract. Subject to the availability of the budget and funding, the Public Works Director shall have the discretion to approve or disapprove unanticipated goods or material cost increases. To support her decision, the Public Works director may request further documentation from the Contractor to support goods or material cost increases.

To facilitate prompt consideration, all requests for cost increases must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Contract shall be effective when signed by the City and shall terminate on May 30, 2026 unless terminated pursuant to paragraph 4 (Termination) or paragraph 5 (Appropriations). 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.

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:
GME General Building, LLC.

ERIK TRUJILLO
VICE-PRESIDENT

DATE: Apr 10, 2025

CRS#03-420217-00-0

Registration # 19-00110289

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 11, 2025 15:54 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

ATTACHMENT #1

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda – CPO
Purchasing Officer

BID OPENING DATE: 3/14/23 2:00PM MST

ITB # 23/48/B - On-Call Roadway and Trails Construction Services

Awarded Contractor: GME General Building, LLC. (Item # 23-0224; Munis # 3204021)

Item #	Bid Item	Item description	Unit of Measure	Quantity	Current Unit Price Written in Numbers (Dollars & Cents)	Proposed New Unit Price Written in Numbers (Dollars & Cents)	Percentage of Increase/ (Decrease)
1	203000	Unclassified Excavation	C.Y.	1	$22.50	$27.00	20%
2	203100	Borrow	C.Y.	1	$25.50	$30.60	20%
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$27.80	$33.36	20%
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$38.50	$46.20	20%
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$15.50	$18.60	20%
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$7.50	$9.00	20%
7	207000A	Subgrade Preparation	S.Y./IN	1	$6.50	$7.80	20%

7		(501-1,500 SY/IN)		1	$6.50	$7.80	20%
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$5.50	$6.60	20%
9	208000	Linear Grading	Mile	1	$2,500.00	$3,000.00	20%
10	209000	Blading and Reshaping	Mile	1	$5,500.00	$6,600.00	20%
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$450.00	$540.00	20%
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$95.00	$114.00	20%
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$5.50	$6.60	20%
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.25	$2.70	20%
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.25	$2.70	20%
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.25	$2.70	20%
17	303160	Base Course 6”	S.Y.	1	$13.25	$15.90	20%
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1	$27.50	$33.00	20%
19	405000	Detour Pavement Construction	S.Y.	1	$71.50	$85.80	20%
20	407000	Asphalt Material for Tack Coat	Ton	1	$1,045.00	$1,254.00	20%
21	407000A	Fog Seal for Roadway	Ton	1	$1,375.00	$1,650.00	20%
22	407000B	Fog Seal for Trails	Ton	1	$1,650.00	$1,980.00	20%
23	403701	Open Graded Friction Course Complete	Ton	1	$165.00	$198.00	20%
24	408100	Prime Coat Material	Ton	1	$1,045.00	$1,254.00	20%
25	411000	Hot Poured Crack Sealing	LB	1	$3.85	$4.62	20%

26	411100	Polymer Binder/Aggregate Blend Crack Repair (1” – 6” Wide cracks)	LB	1	$4.95	$5.94	20%
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$1.50	$1.80	20%
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$1.50	$1.80	20%
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$1.50	$1.80	20%
30	414120	Cold Milling (Asphalt) 2”	S.Y.	1	$1.50	$1.80	20%
31	416000	Minor Pavement	S.Y./IN	1	$16.50	$19.80	20%
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$181.50	$217.80	20%
33	417000	Miscellaneous Paving	S.Y.	1	$181.50	$217.80	20%
34	417100	Asphalt Curb (6” Width)	L.F.	1	$55.00	$66.00	20%
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
38	423283	HMA SP-IV Complete	Ton	1	$165.00	$198.00	20%
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$14.30	$17.16	20%

40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$250.00	$300.00	20%
43	451080	Concrete Pavement - 8”	S.Y.	1	$285.00	$342.00	20%
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	$300.00	$360.00	20%
45	511000	Structural Concrete, CL A	C.Y.	1	$1,650.00	$1,980.00	20%
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1	$250.00	$300.00	20%
47	511501	Stucco (Color Determined by Project)	S.F.	1	$11.50	$13.80	20%
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$1,650.00	$1,980.00	20%
49	516000	Flowable Fill	C.Y.	1	$250.00	$300.00	20%
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$8.25	$9.90	20%
51	540060	Reinforcing Bars Grade 60	LB	1	$2.25	$2.70	20%
52	541200	Structural Steel for Miscellaneous Structures	LB	1	$3.35	$4.02	20%
53	543002A	Metal Railing, Type D	L.F.	1	$225.00	$270.00	20%
54	543002B	Metal Railing, Type W	L.F	1	$250.00	$300.00	20%

55	543002C	Metal Railing, Type Thrie	L.F.	1	$325.00	$390.00	20%
56	570012	12" Culvert Pipe	L.F.	1	$55.00	$66.00	20%
57	570018	18" Culvert Pipe	L.F.	1	$77.00	$92.40	20%
58	570024	24" Culvert Pipe	L.F.	1	$99.00	$118.80	20%
59	570025	24" Culvert Pipe End Section	EACH	1	$825.00	$990.00	20%
60	570030	30" Culvert Pipe	L.F.	1	$137.50	$165.00	20%
61	570031	30" Culvert Pipe End Section	EACH	1	$1,650.00	$1,980.00	20%
62	570036	36" Culvert Pipe	L.F.	1	$165.00	$198.00	20%
63	570037	36" Culvert Pipe End Section	EACH	1	$2,090.00	$2,508.00	20%
64	570048	48" Culvert Pipe	L.F.	1	$247.50	$297.00	20%
65	570049	48" Culvert Pipe End Section	EACH	1	$4,400.00	$5,280.00	20%
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$110.00	$132.00	20%
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$550.00	$660.00	20%
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$132.00	$158.40	20%
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$836.00	$1,003.20	20%
70	571000	3/8” Diamond Plate	S.F.	1	$25.00	$30.00	20%
71	601110	Removal of Surfacing	S.Y.	1	$3.30	$3.96	20%
72	602010	Riprap Class B	C.Y.	1	$275.00	$330.00	20%
73	602030	Riprap Class D	C.Y.	1	$275.00	$330.00	20%
74	602060	Riprap Class G	C.Y.	1	$275.00	$330.00	20%
75	602200	Gabions with rocks	C.Y.	1	$385.00	$462.00	20%

76	603100	Temporary Soil Stabilant	ACRE	1	$550.00	$660.00	20%
77	603200	Silt Fence	L.F.	1	$7.50	$9.00	20%
78	603220	Check Dam Type I	L.F.	1	$70.00	$84.00	20%
79	603250	Drop Inlet Protection Type I	EACH	1	$250.00	$300.00	20%
80	603251	Drop Inlet Protection Type II	EACH	1	$250.00	$300.00	20%
81	603261	Mulch Socks	L.F.	1	$4.00	$4.80	20%
82	603262	Composted Mulch Socks	L.F.	1	$4.00	$4.80	20%
83	606000	Metal Barrier W-Beam	L.F.	1	$50.00	$60.00	20%
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$130.00	$156.00	20%
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,000.00	$3,600.00	20%
86	606051	End Treatment TL-3 End Terminal	EACH	1	$4,500.00	$5,400.00	20%
87	606052	End Treatment TL-2 End Terminal	EACH	1	$3,750.00	$4,500.00	20%
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$4,500.00	$5,400.00	20%
89	606499	Post and Cable Barrier	L.F.	1	$55.50	$66.60	20%
90	607004	Barbed Wire Fence 4'	L.F.	1	$5.50	$6.60	20%
91	607005	Barbless Wire Fence 4'	L.F.	1	$5.50	$6.60	20%
92	607026	Chain Link Fence 6'	L.F.	1	$85.00	$102.00	20%
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$225.00	$270.00	20%
94	607080	Bike Racks	EACH	1	$1,150.00	$1,380.00	20%
95	607455	Chain Link Gate, 8' X 8’	EACH	1	$1,250.00	$1,500.00	20%

96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$125.00	$150.00	20%
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$115.50	$138.60	20%
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$102.50	$123.00	20%
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$135.50	$162.60	20%
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$125.50	$150.60	20%
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$115.50	$138.60	20%
102	608106	Drive Pad 6"	S.Y.	1	$125.50	$150.60	20%
103	608204	Concrete Median Pavement 4"	S.Y.	1	$125.50	$150.60	20%
104	608300	Detectable Warning Plastic	S.F.	1	$65.00	$78.00	20%
105	608400	Ada Ramp	S.Y.	1	$4,500.00	$5,400.00	20%
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$135.50	$162.60	20%
107	609200	Header Curb	L.F.	1	$30.00	$36.00	20%
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1	$45.00	$54.00	20%
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$125.50	$150.60	20%
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$40.00	$48.00	20%
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$35.00	$42.00	20%

112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$42.00	$50.40	20%
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$38.00	$45.60	20%
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$45.00	$54.00	20%
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$40.00	$48.00	20%
116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$50.00	$60.00	20%
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$45.00	$54.00	20%
118	609412	Concrete Vertical Curb & Gutter B 6"X12”	L.F.	1	$35.00	$42.00	20%
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$45.00	$54.00	20%
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$40.00	$48.00	20%
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$35.00	$42.00	20%
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$50.00	$60.00	20%

123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$45.00	$54.00	20%
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$40.00	$48.00	20%
125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$45.00	$54.00	20%
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$50.00	$60.00	20%
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$55.00	$66.00	20%
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$50.00	$60.00	20%
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$45.00	$54.00	20%
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1	$60.00	$72.00	20%
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$55.00	$66.00	20%
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$50.00	$60.00	20%

133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$125.00	$150.00	20%
134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$130.00	$156.00	20%
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$30.00	$36.00	20%
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$70.00	$84.00	20%
137	609706	Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF)	L.F.	1	$45.00	$54.00	20%
138	609706A	Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF)	L.F.	1	$40.00	$48.00	20%
139	609706B	Concrete Laydown Curb and Gutter 6" X 24" (251+ LF)	L.F.	1	$35.00	$42.00	20%
140	609706C	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF)	L.F.	1	$50.00	$60.00	20%
141	609706D	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (26-250 LF)	L.F.	1	$45.00	$54.00	20%
142	609706E	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF)	L.F.	1	$40.00	$48.00	20%

143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$125.00	$150.00	20%
144	618000A	Traffic Control Management (Major)	DAY	1	$1,050.00	$1,260.00	20%
145	618000B	Traffic Control Management (Minor)	DAY	1	$850.00	$1,020.00	20%
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$15,000.00	$18,000.00	20%
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$8,500.00	$10,200.00	20%
148	623311	Curb Drop Inlet Type 1-B to 4’	EACH	1	$35,000.00	$42,000.00	20%
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$13,500.00	$16,200.00	20%
150	623501	Transverse Drop Inlet	EACH	1	$9,500.00	$11,400.00	20%
151	623600	Junction Box	EACH	1	$4,200.00	$5,040.00	20%
152	623999	Modify Existing Inlet	EACH	1	$12,500.00	$15,000.00	20%
153	632000	Class A Seeding	ACRE	1	$11,000.00	$13,200.00	20%
154	632020	Class C Seeding	ACRE	1	$29,000.00	$34,800.00	20%
155	632100	Manhole Extension	EACH	1	$1,400.00	$1,680.00	20%
156	662300	Tie to Existing Manhole	EACH	1	$850.00	$1,020.00	20%
157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$1,950.00	$2,340.00	20%
158	662500	Manhole Frame and Cover	EACH	1	$1,250.00	$1,500.00	20%

159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$5,500.00	$6,600.00	20%
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$8,250.00	$9,900.00	20%
161	663850	Water Valve Adjustment	EACH	1	$800.00	$960.00	20%
162	663855	Adjust Valve Box to Grade	EACH	1	$450.00	$540.00	20%
163	667110	Mailbox Installation - Single	EACH	1	$450.00	$540.00	20%
164	667209	Crusher Fines	C.Y.	1	$175.00	$210.00	20%
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$75.00	$90.00	20%
166	667500	Bollard	EACH	1	$1,200.00	$1,440.00	20%
167	667501	Parking Bumpers	EACH	1	$250.00	$300.00	20%
168	667505	Lay New Brick Sidewalk	S.Y.	1	$175.00	$210.00	20%
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$225.00	$270.00	20%
170	667515	Litter Receptacle	EACH	1	$850.00	$1,020.00	20%
171	667520A	Park Bench 6’	EACH	1	$1,050.00	$1,260.00	20%
172	667520B	Park Bench 8’	EACH	1	$1,250.00	$1,500.00	20%
173	701000	Panel Signs	S.F.	1	$32.50	$39.00	20%
174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1			
175	701030	Remove and Reset Panel Sign	EACH	1	$850.00	$1,020.00	20%
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	$18.50	$22.20	20%

177	702000	Construction Signing	S.F.	1	$18.50	$22.20	20%
178	702110	Portable Sign Support	EACH	1	$165.00	$198.00	20%
179	702110	Portable Sign Support	EACH	1			
180	702320	Vertical Panel	EACH	1	$85.00	$102.00	20%
181	702610	Portable Changeable Message Sign	EACH	1	$14,500.00	$17,400.00	20%
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$45,000.00	$54,000.00	20%
183	702710	Mobile Traffic Signal System	EACH	1	$65,000.00	$78,000.00	20%
184	703300	Reflective Barrier Delineator	EACH	1	$50.00	$60.00	20%
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.25	$1.50	20%
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$3.25	$3.90	20%
187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.25	$1.50	20%
188	704100	Removable Marking Tape 4"	L.F.	1	$5.00	$6.00	20%
189	704104	Removable Marking Tape 12"	L.F.	1	$22.50	$27.00	20%
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$18.50	$22.20	20%
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$350.00	$420.00	20%

192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$250.00	$300.00	20%
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$225.00	$270.00	20%
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$225.00	$270.00	20%
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$275.00	$330.00	20%
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$95.00	$114.00	20%
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$275.00	$330.00	20%
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$350.00	$420.00	20%
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1	$1.75	$2.10	20%
200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4”-3801-ES 3M Tape	L.F.	1	$4.60	$5.52	20%
201	704762	Hot Thermoplastic Stripe 12”	L.F.	1	$5.00	$6.00	20%

202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12”-3801-ES 3M Tape	L.F.	1	$14.50	$17.40	20%
203	704764	Hot Thermoplastic Stripe 24”	L.F.	1	$8.80	$10.56	20%
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24”-3801-ES 3M Tape	L.F.	1	$22.40	$26.88	20%
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$574.20	20%
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$574.20	20%
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$407.00	$488.40	20%

208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$407.00	$488.40	20%
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$308.00	$369.60	20%
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$368.50	$442.20	20%
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$368.50	$442.20	20%
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$368.50	$442.20	20%
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$291.50	$349.80	20%

214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**	$291.50	$349.80	20%
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**	$379.50	$455.40	20%
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**	$12.65	$15.18	20%
217	706110	Service Riser (Lighting)	EACH	**1**	$550.00	$660.00	20%
218	706210	Meter Pedestal (Lighting)	EACH	**1**	$11,880.00	$14,256.00	20%
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**	$3,190.00	$3,828.00	20%
220	707530	Type V Standard, 30'	EACH	**1**	$4,730.00	$5,676.00	20%
221	707540	Type V Standard, 40'	EACH	**1**	$5,280.00	$6,336.00	20%
222	707550	Type V Standard, 50'	EACH	**1**	$5,830.00	$6,996.00	20%
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**	$6,820.00	$8,184.00	20%
224	707801	Remove & Reset Type I Standard Complete	EACH	**1**	$935.00	$1,122.00	20%
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**	$2,640.00	$3,168.00	20%
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**	$3,410.00	$4,092.00	20%
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**	$21.50	$25.80	20%

228	709030	Rigid Electrical Conduit 3"	L.F.	**1**	$33.50	$40.20	20%
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**	$47.50	$57.00	20%
230	710000	Electrical Pull Box (Standard)	EACH	**1**	$3,960.00	$4,752.00	20%
231	710010	Electrical Pull Box (Large)	EACH	**1**	$4,620.00	$5,544.00	20%
232	711102	Single Conductor 2	L.F.	**1**	$6.60	$7.92	20%
233	711230	Single Conductor 3/0	L.F.	**1**	$14.00	$16.80	20%
234	716701	LED Roadway Luminaire	EACH	**1**	$935.00	$1,122.00	20%
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**	$14,500.00	$17,400.00	20%
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**	$1.25	$1.50	20%
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**	$200.00	$240.00	20%
		Bidder's Total Cost			**$428,242.35**		
		EXCEL Caclulation			**$428,242.35**	**$513,890.82**	
		DIFFERENCE			**$0.00**	**$85,648.47**	**20%**

GB 600 GME General Builders Amendment 1 dept

Final Audit Report 2025-05-01

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Signature Date: 2025-05-01 - 8:39:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-01 - 8:39:16 PM GMT

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CITY OF SANTA FE

The Purchasing Memo

Date: April 7, 2025

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

From: Taylor Jurgens, Engineer, Water Division TRJ

Via: Jesse Roach, Interim Public Utilities Department Director JR

Jonathan Montoya, Acting Water Division Director JM

Subject: Nichols Dam Outlet Works Rehabilitation Amendment No. 3

Vendor Name: CF Padilla, LLC

Munis Vendor Number: 10073

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment No. 3 to Construction Contract No. 23-0565 with CF Padilla for the Nichols Dam Outlet Works Rehabilitation project. Amendment No. 3 increases the amount of compensation by $606,315.66, including applicable NM GRT, for a total compensation amount not to exceed $19,839,842.92, including NM GRT, with no change to the Contract Term.

1. The Public Utilities Department respectfully requests your review and approval of a Budget Amendment Resolution (BAR) in the amount of $606,316.00 from the Water Enterprise Cash Fund to Water WIP Construction for the Nichols Dam Outlet Works Rehabilitation project.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204481.

BACKGROUND AND SUMMARY:

The City of Santa Fe Water Division has a construction contract (Contract No. 23-0565) with CF Padilla for the construction of the Nichols Dam Outlet Works Rehabilitation project. Construction began in the spring of 2024 and is expected to be completed in late summer of 2025.

Amendment No. 3 will add additional scope to the project that is directly related to the work already being done by the contractor. The scope of services being added includes the following: 1) removal of organic material from Nichols Reservoir and regrading of earthwork within the reservoir to reduce the volume in the reservoir that is below the lowest level intake valve; and 2) removal of the existing raw water pipelines, pipe supports, and additional appurtenances from the Santa Fe River channel downstream of Nichols Dam.

The bottom of Nichols Reservoir is currently several feet below the lowest intake valve, resulting in a volume of water below the intake valve that cannot be released under normal operations – also known as a dead pool. Reducing the volume of this dead pool is beneficial for both water quality and reservoir operations. Therefore, the contractor will use existing material from within the reservoir footprint to fill in a portion of the dead pool, reducing the storage

volume that is below the lowest intake valve. By using material from within the reservoir, there is no net reduction in the total reservoir volume. This work will also create a more uniform reservoir bottom, which will make the installation of the new reservoir aeration system easier. As part of the earthwork, the contractor will also remove a portion of the organic material that has accumulated on the reservoir bottom. Removal of organic material will improve water quality in the reservoir by reducing nutrient transfer from the organic material into the reservoir. The timing of this work is appropriate since the reservoir is currently drained for the Nichols project and the contractor will already have the necessary equipment onsite for other work on the project.

Water from Nichols Reservoir has historically been conveyed to Canyon Road Water Treatment Plant through an existing HDPE raw water pipeline that is installed within the Santa Fe River channel. This pipe runs within the channel for approximately 2,100 feet downstream of Nichols Dam before leaving the channel and transitioning below grade. There are also segments of an old steel raw water pipeline in the same channel that were replaced by the HDPE pipeline but never removed. As part of the Nichols project, a new raw water line located outside the river channel will be put in service, meaning the two existing pipelines in the river will no longer be needed. If given authorization by the Water Division and the Project Engineer, the contractor will remove the existing HDPE and steel pipelines, pipe supports, and additional appurtenances from the river channel starting at the beginning of the pipelines on the downstream side of Nichols Dam and ending at the point where they leave the channel and transition below grade (approximately 2,100 feet). This will prevent the pipelines from further deterioration within the channel and help return the riparian area to a more pristine condition.

Amendment No. 3 will increase the compensation by $606,315.66, including NM GRT, for a total compensation not to exceed $19,839,842.92, including NM GRT. The costs included in the amendment are a not-to-exceed amount, and payment will be made based on actual quantities or costs incurred. The amendment will be funded by a BAR from the Water Enterprise Cash Fund to Water WIP Construction.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Management/505

Munis Org Name/Number: Water-Capital Projects/5050395

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 05/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was N/A

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 05/07/2025

CPO Comment/Exceptions: Originally awarded through ITB

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: WTR1950508

Approval: Josie Bolden **Title:** _____ **Date:** 05/07/2025

Comment/Exceptions: _____

ATTACHMENTS:

Amendment No. 3
Amendment No. 3 Summary
Contractor Cost Proposals for the Additional Work
Approved Amendment No. 2
Approved Amendment No. 2
Original Contract Packet (Contract No. 23-0565)
Budget Amendment Resolution (BAR)

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water Division	4/2/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water WIP Construction	5050395	572970	WTR1950508	606,316	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 606,316	$ -

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

Please see memo. For the removal of organic material from Nichols Reservoir and regrading of earthwork below lowest level of intake valve, and removal of existing raw water pipelines, pipe supports, and additional appurtenances from the Santa Fe River channel downstream of Nichols Dam.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
Water Enterprise	(606,316)
TOTAL:	**(606,316)**

Virginia Wolff — 4/2/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Apr 8, 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 — Apr 8, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Signature: Taylor Jurgens

Email: trjurgens@santafenm.gov

Signature: Jonathan Montoya
Jonathan Montoya (Apr 8, 2025 13:08 MDT)

Email: jmmontoya@santafenm.gov

Item#_____
Munis Contract#_3204481_____
Original Contract Item#__23-0565_____
SWPA/GSA/Coop/RFP/ITB #__23/40/B_____

CITY OF SANTA FE
AMENDMENT No. 3 TO
CONSTRUCTION CONTRACT
ITEM# 23-0565

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated September 19, 2023 (the "Contract"), between the City of Santa Fe (the "City") and CF Padilla, 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 City with work on the Nichols Dam Outlet Works Rehabilitation Project.

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, paragraph A of the Contract is amended to add the following items to the scope of work for the project:

32) Remove organic material from Nichols Reservoir and regrade earthwork within Nichols Reservoir to reduce the volume in the reservoir that is below the lowest level intake valve.

33) Remove existing HDPE and steel raw water pipelines, pipe supports, and additional appurtenances from the Santa Fe River channel starting at the beginning of the pipelines on the downstream

side of Nichols Dam and ending at the point where they leave the river channel and go below grade. This work shall only be performed after receiving authorization from the City of Santa Fe Water Division and the Project Engineer.

Article 1, paragraph K of the Contract is amended to revise the construction completion deadline from 587 calendar days to 818 calendar days so that Article 1, paragraph K reads in its entirety as follows:

K. Construction shall be completed eight hundred eighteen (818) calendar days following the notice to proceed. In the event that the raw water pipeline removal work in Item 33 of the Scope of Services is not performed, the additional 40 calendar days of construction time associated with this work shall not be granted and the construction completion deadline above shall be reduced by 40 calendar days. The parties anticipate that multiple notices to proceed will be issued for Procurement, Dam Safety, and Non-Dam Safety aspects of the project. The contractor must demonstrate that the Dam Safety portion of the project will be started after spring runoff and completed before spring runoff in the subsequent year prior to Notice to Proceed on the Dam Safety aspects of the project. The contractor must demonstrate the construction within the CRWTP fence line will be completed without inferring with CRWTP Operations prior to issuing Notice to Proceed on the Non-Dam safety aspects of the project such that the dam is fully operational for the spring snow-melt run-off season. The Contractor shall be prepared to promptly order long lead-time items identified in the bidding documents following contract approval and Notice to Proceed to maintain this schedule.

2. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of six hundred six thousand, three hundred fifteen dollars and sixty-six cents ($606,315.66), including applicable New Mexico Gross Receipts Tax, as set forth in Exhibit A, attached, 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 such compensation not to exceed nineteen million, eight hundred thirty-nine thousand, eight hundred forty-two dollars and ninety-two cents ($19,839,842.92), including applicable New Mexico Gross Receipts Tax.

The Unit Bid Contract Total is determined as follows:

Base Bid	$15,665,326.00
Amendment #1	$553,721.00
Amendment #2 - Unanticipated Cost Overrun (10% of Base Bid)	$1,566,532.60
Amendment #3	$567,312.90
Gross Receipts Tax	$1,486,950.42
Total Compensation (Not to Exceed) including NM GRT	$19,839,842.92

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), gross receipts tax and expenses, shall not exceed nineteen million, eight hundred thirty-nine thousand, eight hundred forty-two dollars and ninety-two cents ($19,839,842.92). 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 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. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
CF Padilla, LLC

Clint Autrey
Clint Autrey (Apr 29, 2025 08:13 MDT)

_____
CLINT AUTREY, SUPERINTENDENT

DATE: 04/29/2025

CRS# 03268909008

Registration # 235620

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 29, 2025 09:16 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

EXHIBIT A

Compensation for the additional scope of work shall be based upon the schedule outlined below. These prices are a not-to-exceed amount, and payment will be made based on actual costs incurred.

Item	Unit	Unit Price	Quantity	Total Price
Upper Cofferdam Construction	Lump Sum	$13,956.00	1	$13,956.00
Reservoir and Organics Earthwork	Day	$7,296.00	30	$218,880.00
Raw Water Pipeline Removal	Lump Sum	$282,903.00	1	$282,903.00
Subtotal				$515,739.00
Unanticipated Cost Overrun Allowance (10%)				$51,573.90
NMGRT (6.875%)				$39,002.76
Total Not to Exceed Price Increase				$606,315.66

City of Santa Fe, New Mexico
Memorandum

DATE: May 22, 2024

TO: Governing Body
Finance Committee
Public Works and Utilities Committee

VIA: John Dupuis, Public Utilities Department Director
Jesse Roach, Santa Fe Water Division Director

FROM: John Del Mar, Engineer Supervisor, Water Division
Taylor Jurgens, Engineer, Water Division

ITEM AND ISSUE:
Request for Approval of Amendment No. 2 to Construction Contract No. 23-0565 with CF Padilla for the Nichols Dam Outlet Works Rehabilitation project to increase the compensation by $1,674,231.72 (includes NMGRT) for an Unanticipated Cost Overruns line item for a new total contract amount not to exceed $17,785,579.60 plus applicable NM GRT, and to extend the Contract Term to June 30, 2026, with no corresponding changes to the Scope of Work. (Taylor Jurgens, Engineer: trjurgens@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the amount of $1,674,232.00 (includes NMGRT) from the Water Enterprise Cash Fund to Water WIP Construction for the Nichols Dam Outlet Works Rehabilitation project.

BACKGROUND AND SUMMARY:
The City of Santa Fe Water Division has a construction contract (Contract No. 23-0565) with CF Padilla for the construction of the Nichols Dam Outlet Works Rehabilitation project. The Contractor mobilized to the site in April and has begun work at Nichols Dam and the Canyon Road Water Treatment Plant site. Construction is expected to be completed in late spring of 2025. The timing of the construction for this project is critical to ensure the improvements are complete and the reservoir is ready for operation for spring runoff season in 2025.

Unanticipated cost overrun allowances are common in the construction industry, including in other City of Santa Fe contracts. The allowance is intended only for unanticipated items that arise during construction that are directly related to the project's overall scope but were not included in the contractor's base bid. An unanticipated cost overrun allowance is especially important for the Nichols Dam Outlet Works Rehabilitation project due to schedule constraints, inherent risks and unknowns associated with dam renovations, and watershed operation and management. Specific aspects of this project to consider with respect to this allowance include:

- This project has a narrow window for dam safety related construction following peak City water demand in the summer months and before the following spring runoff. Unanticipated complications and associated costs may arise during the significant excavation and demolition phase that require swift review and authorization by the City.
- Delays in approval for unanticipated costs pose a significant risk to this project. This risk was specifically identified by project stakeholders during a construction risk assessment exercise,
- This cost overrun amendment is being requested by Water Division staff entirely independent of the construction contractor, CF Padilla,
- All unspent funds will revert to the Water Division Enterprise Fund.

Examples of unanticipated cost overruns that have already been identified for this project include:

- A previously unidentified leak between concrete construction joints in the bottom of the existing inclined intake structure at Nichols Dam. This leak was discovered this spring during annual inspections and was not identified in the original project drawings. Repair of this leak fits into the existing overall project scope, and the repair is well within the capabilities of the contract team.
- An abandoned underground pipe was found during excavation at the Canyon Road Water Treatment Plant that was not identified in the project drawings that must be removed to install the planned valve vault for the project.

The unanticipated cost overrun allowance allows the City's project managers, in conjunction with the project engineer, to address these types of issues as they arise rather than having to engage in a lengthy contract amendment process for each issue.

This amendment will add a line item to the contract for unanticipated cost overruns in the amount of $1,566,532.60 (10% of the original base bid amount) plus applicable New Mexico Gross Receipts Tax. In the event that any aspect of the project exceeds the deliverable amount or if project or site conditions necessitate additional tasks directly related to the overall scope of the work, including modifications to the existing Construction Drawings and Specifications, the City, at its sole discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to the value of the unanticipated cost overruns line item. The new total contract amount will be $17,785,579.60 plus applicable New Mexico Gross Receipts Tax. The Contract Term is also being extended to June 30, 2026, to ensure that the contract term does not expire before final completion on the project is achieved. There is no corresponding change to the Scope of Work.

PROCUREMENT METHOD:
N/A

CONTRACT NUMBER:
Munis contract number is 3204481.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Water Enterprise Fund/505
Munis Org Name/Number: CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

ACTION REQUESTED:
The Public Utilities Department respectfully requests your review and approval of Amendment No. 2 to increase the compensation by $1,674,231.72 (includes NMGRT) and extend the Contract Term to June 30, 2026; and a Budget Amendment Resolution (BAR) in the amount of $1,674,232.00 (includes NMGRT) from the Water Enterprise Cash Fund to Water WIP Construction for the Nichols Dam Outlet Works Rehabilitation project.

ATTACHMENTS:

1) Amendment No. 2
2) Summary of Contract
3) Procurement Checklist
4) Construction Contract (Item #23-0565)
5) Budget Amendment Resolution (BAR)

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	5/14/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Construction Contract - CF Padilla, LLC	5050395	572970	UTR1950508	$ 1,674,232.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,674,232.00	$ -

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

The Public Utilities Water Division is requesting a BAR in the amount of $1,674,232.00 for the Nichols Dam Outlet Rehabilitaion.

This will incresase the spending capacity to Munis contract #3204481, CF Padilla, LLC.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	$ (1,674,232.00)
TOTAL:	**$ (1,674,232.00)**

Jeanette Wiliams — 5/14/2024
Prepared By *{print name}* — Date

May 23, 2024
Division Director Signature *{optional}* — Date

John DeJuis (May 23, 2024 16:32 MDT) — May 23, 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 — Jun 5, 2024
Budget Officer — Date

Emily K. Oster — Jun 6, 2024
Finance Director *{≤ $5,000}* — Date

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: 3204481 Procurement # (RFP/ITB# If any):

Contractor: CF Padilla, LLC

Procurement Method/Vehicle: Small Purchase ☐ RFP ☐ ITB ☑ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☑ SWPA/Existing ☐

Description/Title: Nichols Dam Rehabilitation Project

Contract: ○ Agreement: ○ Lease/Rent: ○ Amendment: ◉

Term Start Date: 9/19/2023 Term End Date: 4/2 2/ 25 Total Contract Amount: 17,559,295.54

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease:

1.b Amendment #: 2 to the Original Contract/Lease # 3204481

Increase/(Decrease) Amount $: 1,674,231.72

Extend Expiration Date to: June 30, 2026

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for: To increase funds and extend the contract term date.

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

Original Contract 3204481 approved by Governing Body on 9/13/2023 for $16,967,506.22
Amendment No. 1 approved by Governing Body on 2/22/2024

3. Procurement History:

Purchasing Officer Review: Jun 5, 2024 Date:

Comment & Exceptions: Formal P rocurement

4. Funding Source: 505 Water Enterprise Fund **Org / Object:** 5050395/572970

Andy Hopkins Jun 5, 2024

Budget Officer Approval: Date:

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: Linda MacAllister Phone #: 505-577-6731

To be recorded by City Clerk:
Clerk #:
Date of Execution:

Email: lmmacallister@santafenm.gov

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

Item# 24-0414
Munis Contract# 3204461
Original Contract Item# 23-0565
SWPA/GSA/Coop/RFP/ITB # 23/40/B

CITY OF SANTA FE
AMENDMENT No. 2 TO
CONSTRUCTION CONTRACT
ITEM# 23-0565

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated September 19, 2023 (the "Contract"), between the City of Santa Fe (the "City") and CF Padilla, 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 City with work on the Nichols Dam Outlet Works Rehabilitation Project.

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 add a line item for Unanticipated Cost Overruns and increase the amount of compensation by a total of one million, five hundred sixty-six thousand, five hundred thirty-two dollars and sixty cents ($1,566,532.60), excluding applicable New Mexico Gross Receipts Tax, 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 such

compensation not to exceed seventeen million, seven hundred eighty-five thousand, five hundred seventy-nine dollars and sixty cents ($17,785,579.60), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Item	Pre-Tax	Tax Rate	NMGRT	Total w/ Tax
Base Bid	$15,665,326.00	8.3125%	$1,302,180.22	$16,967,506.22
Amdt No. 1	$553,721.00	6.8750%	$38,068.32	$591,789.32
Amdt No. 2	$1,566,532.60	6.8750%	$107,699.12	$1,674,231.72
Total	$17,785,579.60	-	$1,447,947.66	**$19,233,527.26**

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), gross receipts tax and expenses, shall not exceed $19,233,527.26 (nineteen million, two hundred thirty-three thousand, five hundred twenty-seven dollars and twenty-six cents). 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 those services in excess of the total compensation amount being provided.

2. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2026, 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 to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

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 (Jun 27, 2024 12:15 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 27, 2024

CONTRACTOR:
CF Padilla, LLC

Clint Autrey (May 29, 2024 13:50 MDT)

CLINT AUTREY, VICE PRESIDENT

DATE: May 29, 2024

CRS#03268909008

Registration #235620

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 06/26/24 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 29, 2024 13:50 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Item# 24-0039
Munis Contract# 32 04 4 61
Original Contract Item# 23-0565
SWPA/GSA/Coop/RFP/ITB #: 23/40/B

CITY OF SANTA FE
AMENDMENT No.1 TO
3204461 Construction Contract
ITEM# 23-0565

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated September 19, 2023, between the City of Santa Fe (the "City") and CF Padilla, 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 City with work on the Nichols Dam Outlet Works Rehabilitation Project

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 $553,721.00 excluding New Mexico GRT 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 such compensation not to exceed $17,559,295.54 (seventeen million, five hundred fifty-nine thousand ,

two hundred ninety-five dollars and fifty-four cents), inclusive New Mexico GRT, in total for the term of this Agreement.

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 (Feb 22, 2024 10:23 MST)

ALAN WEBBER, MAYAR

DATE: Feb 22, 2024

CONTRACTOR:
CF Padilla, LLC

CONTRACTOR

Division Manager

TITLE

DATE: **1/16/24**

CRS# **03268909008**

Registration # **235620**

ATTEST:

Geralyn Cardenas (Feb 22, 2024 13:50 MST)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 01/31/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jan 16, 2024 15:10 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Feb 22, 2024 10:13 MST)

EMILY OSTER, FINANCE DIRECTOR
5050395.572970 AH
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Item# 23-0565
Munis Contract# 3204461

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **CF Padilla, 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 let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project is scheduled for approval by the Governing Body of the City of Santa Fe at its meeting of September 13, 2023.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

A. The Contractor shall perform all the work required by the Contract Documents for *Nichols Dam Outlet Works Rehabilitation Project Bid Number 23/40/B*.

The Scope of Work consists of, but is not limited to:

1) Remove and stockpile downstream embankment rock facing
2) Excavate and stockpile a portion of the downstream Nichols Dam embankment
3) Demolish an approximately 120-linear foot section of the existing 5-foot diameter concrete conduit
4) Install a sand filter, drain gravel, toe drain system and measurement weir structure
5) Reconstruct the dam embankment
6) Replace dam embankment rock facing
7) Remove the piping, valves and exhaust system from the inside of the inclined intake
8) Concrete core 2 openings in the inclined intake, install 2 long flange spools and grout in place
9) Demolish existing Stop Log and Bulkhead Structure at the base of the inclined intake
10) Abandon 2 existing openings in the inclined intake

11) Install 1-24-in on the inside of the inclined intake and 2-30-in hydraulically controlled knife gates on the outside of the inclined intake

12) Reline the existing 5-foot inside diameter outlet conduit with a 28-inch outside diameter Standard Dimension Ratio (SDR) 15.5 high density polyethylene (HDPE) pipe and grout in place

13) Construct a new section of concrete encased 28-inch SDR 15.5 HDPE pipe from the relined portion downstream to the new valve vault

14) Construct a concrete bulkhead at the base of the inclined intake

15) Construct a concrete cast-in-place valve vault near the toe of the dam

16) Install piping, valves with measuring devises and energy dissipation downstream from the relined conduit for Living River Flows, acequias flow requirements and emergency releases

17) Connect the 28-in HDPE pipe to the existing 24-in Ductile Iron Pipe (DIP) in the access road

18) Construct a concrete cast-in-place vault at the (CRWTP)

19) At the CRWTP, connect a new 24-in DIP to the existing 24-in DIP in the access road near the fence line to the vault

20) Install plug valve, measuring device and bypass valving in the vault

21) Connect the vault to the CRWTP with a 24-in DIP

22) Provide a VSA pre-cast concrete building near the downstream crest of the dam

23) Install Vacuum Swing Adsorption (VSA) equipment in the VSA pre-cast building

24) Design, furnish and install hydraulic power unit (HPU) to operate the 24-in and 30-in knife gates in the VSA pre-cast vault

25) Procure and install intake screens on inclined intake

26) Install air compressor and accumulator and piping in VSA building for aeration and air sparge system

27) Installation of six open standpipe piezometers

28) Subcontract with City of Santa Fe sole source contractor to install reservoir aeration system

29) Subcontract with City of Santa Fe sole source contractor system integrator for system integration, programing and supplying panels only firms city allows to do this work

30) Install 3 Phase Power from left abutment of the dam to Nichols Valve Vault and VSA Building

31) All other work required by the Contract Documents, Construction Drawings, and Specifications.

B. The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

C The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

D. The Construction Drawings and Specifications for the Nichols Dam Outlet Works Rehabilitation Project (Bid Number 23/40/B), which are made a part of the Contract Documents, are determined to be confidential and will not be made available without an executed Non-Disclosure Agreement with the City.

E Special Provisions

1) SCOPE: The construction to be accomplished under this Contract shall consist of furnishing all labor, materials, equipment, tools, appliances, and appurtenances necessary for the construction work as shown on the accompanying set of Construction Drawings and as specified in the Contract Documents and Technical Specifications.

2) SCHEDULE: The Contractor shall schedule his work in such a manner as to allow the CRWTP to operate. A phased notice to proceed has been presented in the Procurement Term involving a phased construction plan and this plan shall be followed by the Contractor. The Contractor may submit an alternative phasing plan for approval, so long as the proposed phasing plan complies with the general intent of the original plan.

3) LOCATION: All of the proposed improvements are located at the Nichols Dam and CRWTP. The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the Work are primarily inside the City Limits of Santa Fe or on land owned by the City. Portions of Upper Canyon Road are outside City limits and pass through private or Forest Service property, but access to the site will not be impacted.

4) REMOVAL AND DISPOSAL OF SURPLUS MATERIALS:
   a Surplus earth and organic matter shall be disposed of as indicated in the Drawings and Specifications or as directed by the Engineer and smoothly graded out to conform with the existing adjacent ground.

   b. Rubbish and waste shall be disposed of off the project site by the Contractor in accordance with the local ordinances and regulations covering solid waste disposal.

   c. No separate payment will be made for the work required by this section of the Drawings and Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered. All millings and other salvageable materials are the property of the City of Santa Fe and shall not be removed from City property without permission of the City Water Division.

5) ACCESS ROUTES AND CONSTRUCTION TRAFFIC REGULATIONS
Permissible access routes for construction of traffic of any sort shall be designated by the Engineer. All construction traffic shall be confined to the designated routes when

outside the immediate limits of construction. Heavy equipment shall not be permitted on the bridge over the Santa Fe River at East Alameda and Upper Canyon Road/Camino Cabra.

F. Contractor must coordinate activities with City of Santa Fe, the U.S. Forest Service (USFS), Contractor conducting work at the CRWTP, and possibly, Public Utilities of New Mexico (PNM) if their work within the access road is not completed prior to Notice to Proceed is issued.

G. Contractor shall notify the USFS of use of access route schedule. Contractor is made aware that USFS can issue fire restrictions and the project could be temporarily halted due to fire restriction and the schedule extended.

H. Contractor communication and coordination with Consultant conducting work at the CRWTP and PNM must include equipment and material staging/stockpiling, scheduling of work and use of access routes. No additional compensation will be provided for delays or other impacts resulting from the work by others. More information related to CRWTP and PNM work will be provided to the awardee.

I. Contractor is made aware that walking classroom groups from the National Audubon Society will be present on Upper Canyon Road typically up to approximately two (2) days per year and contractor's schedule of operations shall avoid any use of the road during these periods.

J. No separate payment will be made for the work required by this section of the Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered.

K. Construction shall be completed five hundred and eighty-seven (587) calendar days following the notice to proceed. It is anticipated multiple notices to proceed will be issued such as for Procurement, Dam Safety and Non-Dam Safety aspects of the project. The contractor must demonstrate the Dam Safety portion of the project must be started after spring runoff and completed before spring runoff in the subsequent year prior to Notice to Proceed on the Dam Safety aspects of the project. The contractor must demonstrate the construction within the CRWTP fence line will be completed without inferring with CRWTP Operations prior to issuing Notice to Proceed on the Non-Dam safety aspects of the projectsuch that the dam is fully operational for the spring snow-melt run-off season. The Contractor shall be prepared to promptly order long lead-time items identified in the bidding documents following contract approval and Notice to Proceed to maintain this schedule.

City	City of Santa Fe Water Division, John Del Mar
Contractor	CF Padilla, LLC, Clayton Padilla
Engineer	AECOM, John Sikora
Architect	N/A

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed $15,665,326.00 (fifteen million, six hundred sixty five thousand, three hundred twenty six dollars), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement 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)	$15,665,326.00
Gross Receipts Tax (8.3125%)	$1,302,180.22
Base Bid (OR BID ALTERNATE A) *plus NMGRT*	$16,967,506.22

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), gross receipts tax and expenses, shall not exceed $16,967,506.22 (sixteen million, nine hundred sixty seven thousand, five hundred six dollars and twenty two cents). 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 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 AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **April 22, 2025**, 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.

4. 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.

5. 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.

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 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 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 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 Cityship 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 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.

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. **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) Agreement compensation, as outlined in Article 2; or
5) Agreement 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 Agreement and become binding as a part of the original Agreement.

16. **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.

17. **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.

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 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.

19. 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.

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 Agreement may be terminated by the City.

21. 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.

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

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 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

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 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.

25. **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.

26. **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.

27. **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.

28. **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: John Del Mar
City of Santa Fe
Public Utilities Department, Water Division
801 W San Mateo Rd
Santa Fe, NM 87505
jpdelmar@santafenm.gov

To the Contractor: Mr. Clayton Padilla
CF Padilla, LLC
341 Tribal Rd 10
Bosque Farms, NM 87068
clayton@cfpadilla.com

29. **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.

30. **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.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. 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.

33. 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.

34. General and Special Provisions

A. Terms used in this Agreement 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 be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this 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 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 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 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 Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

L. 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.

M. 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.

N. Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

O. Pursuant to Section 13-4-11. NMSA 1978, 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 Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Sep 19, 2023

CONTRACTOR:
CF Padilla, LLC

NAME

Managing Member
TITLE

DATE: 8/22/2023
CRS# 03-246909-00-8
Registration # 235620

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 09/13/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Sep 18, 2023 17:31 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org#
5050395.572970 AM

CFPADIL-02 RTAYLOR4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/25/2023

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 License # 0757776
HUB International Insurance Services (SOW)
6565 Americas Parkway Suite 720
Albuquerque, NM 87110

CONTACT NAME: Reschonda Taylor
PHONE (A/C, No, Ext): (505) 348-1833 FAX (A/C, No):
E-MAIL ADDRESS: reschonda.taylor@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Continental Insurance Company	35289
INSURER B : Continental Casualty Company	20443
INSURER C : New Mexico Mutual Casualty Company	40627
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CF Padilla LLC
62A Tribal Road 90 SW
Albuquerque, NM 87105

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			6043275414	6/1/2023	6/1/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							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							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			6042944248	6/1/2023	6/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			6042944265	6/1/2023	6/1/2024	AGGREGATE	$
	DED X RETENTION $ 10,000							$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		0099906.105	6/1/2023	6/1/2024	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

City of Santa Fe
251 Siringo Road Bldg H
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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City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: CF PADILLA LLC

Business Location: 62A TRIBAL RD SW
ALBUQUERQUE, NM 87105

CRS Number: 03268909008

Owner: CF PADILLA LLC

License Number: 235620

License Type: Business License - Renewable

Issued Date: August 08, 2023

Classification: Out of Jurisdiction Contractor - General

Expiration Date: August 08, 2024

Fees Paid: $10.00

CF PADILLA LLC
62A TRIBAL RD SW
ALBUQUERQUE, NM 87105

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

Signature:

Email:

25-03-25_Amendment No. 3 GB Memo and BAR_SIGNED

Interim Agreement Report 2025-05-05

Created:	2025-05-05
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAMNq69twURb5pw1E1E_2894VtLYkJCd_D

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"25-03-25_Amendment No. 3 GB Memo and BAR_SIGNED" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2025-05-05 - 3:46:44 PM GMT- IP address: 63.232.20.2

Document emailed to jwedwards@santafenm.gove for signature
2025-05-05 - 3:47:08 PM GMT

Email sent to jwedwards@santafenm.gove bounced and could not be delivered
2025-05-05 - 3:47:20 PM GMT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2024

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 License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Reschonda Taylor PHONE (A/C, No, Ext): (505) 348-1833 FAX (A/C, No): E-MAIL ADDRESS: reschonda.taylor@hubinternational.com
INSURED CF Padilla LLC 62A Tribal Road 90 SW Albuquerque, NM 87105	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Continental Insurance Company — 35289 INSURER B : Transportation Insurance Company — 20494 INSURER C : New Mexico Mutual Casualty Company — 40627 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	X	6043275414	6/1/2024	6/1/2025	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	6042944248	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6042944265	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	0099906.106	6/1/2024	6/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

City of Santa Fe
251 Siringo Road Bldg H
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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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, 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 subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, 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 subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. 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; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos.**

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident.**

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

a. An **auto** owned by that "executive officer" or a member of that person's household; or

b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos.**

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered **auto**; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss.**

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss.**

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 anyone not named in the Schedule.

Schedule

BLANKET WAIVER/ WORK LOCATION(S):

PER CONTRACT(S) ON FILE WITH EMPLOYER - APPLIES IN NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

SPECIFIC WAIVER(S)

NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

Company Name	Address	Waiver Contact	Job Description

Amendment No. 3 Summary

Nichols Dam Outlet Works Rehabilitation

CIP Project #33721

Contract #23-0565

Summary of Changes:

Item	Description	Contract Price Increase	Contract Times Increase: Substantial Completion	Dam Safety Work Completion	Final Completion
1	Upper Cofferdam Construction	$13,956.00	0	0	-
2	Dead Pool and Organics Earthwork	$218,880.00	30	0	-
3	Raw Water Pipeline Removal	$282,903.00	40	0	-
4	Additional Unanticipated Cost Overrun (10%)	$51,573.90	0	0	-
	Amendment No. 3 Subtotal	$567,312.90	70	0	-
	NM GRT (6.875%)	$39,002.76			
	Amendment No. 3 Total	**$606,315.66**	**70**	**0**	**-**

Contract Price:

Original Contract Price	$16,967,506.22
Increase from previously approved amendments and change orders (Amdt. No. 1 to 2; CO No. 1 to 4)	$2,266,021.04
Contract Price prior to this amendment	$19,233,527.26
Increase this amendment	$606,315.66
Contract Price incorporating this amendment	**$19,839,842.92**

Contract Times:

	Substantial Completion	Dam Safety Work Completion	Final Completion
Original Contract Times	587	5/1/2025	-
Increase from previously approved amendments and change orders (Amdt. No. 1 to 2; CO No. 1 to 4)	161	0	-
Contract Times prior to this amendment	748	5/1/2025	-
Increase this amendment	70	0	-
Contract Times incorporating this amendment	**818**	**5/1/2025**	**-**

CF Padilla, LLC

ORGANICS CAP DAILY RATES

Date 3/20/2025

Item Description Move Pump and Build Upper Cofferdam

Item No 1 **Unit** ls **Estimated Quantity** 1

	Labor				Equipment				Materials, Subcontracts & Misc. Cost				Total Amount
Work Description	**Unit**	**Estimated Quan.**	**Hourly Rate**	**Amount**	**Unit**	**Quan.**	**Hourly Rate**	**Amount**	**Unit**	**Quan.**	**Unit Cost**	**Amount**	**Total Amount**
Upstream Cofferdam													
Trackhoe	hr	20	$ 35.64	$ 712.80	hr	20	$ 91.66	$ 1,833.18				$ -	$ 2,545.98
Loader	hr	20	$ 34.68	$ 693.53	hr	20	$ 105.37	$ 2,107.40				$ -	$ 2,800.93
Relocate Pump and Outlet Piping				$ -				$ -				$ -	$ -
Forklift	hr	20	$ 34.68	$ 693.53	hr	20	$ 35.45	$ 709.09				$ -	$ 1,402.62
3 ea. laborer	hr	60	$ 24.39	$ 1,463.62				$ -				$ -	$ 1,463.62
Mobilize/Demobilize Dozer								$ -				$ -	$ -
Transport	hr	12.00	$ 32.10	$ 385.23	hr	12	$ 75.24	$ 902.93				$ -	$ 1,288.16
Initial Survey				$ -				$ -				$ -	$ -
Surveyor				$ -				$ -	ls	1	$ 1,200.00	$ 1,200.00	$ 1,200.00
				$ -				$ -				$ -	$ -
				$ -				$ -				$ -	$ -
				$ -				$ -				$ -	$ -
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				$ -				$ -				$ -	$ -
				$ -				$ -				$ -	$ -
Bare Cost Subtotal				$ 3,948.70				$ 5,552.61				$ 1,200.00	$ 10,701.31
Unit Cost				$ 3,948.70				$ 5,552.61				$ 1,200.00	$ 10,701.31
Unit Price													$ 13,956.34
Bid Amount													$ 13,956.34

Matk-ups are shown on the Summary Page

CF Padilla, LLC

ORGANICS CAP DAILY RATES

Date 3/20/2025

Item Description In Reservoir Equipment & Crew

Item No 2 **Unit** day **Estimated Quantity** 30

	Labor				Equipment				Materials, Subcontracts & Misc. Cost				Total Amount
Work Description	**Unit**	**Estimated Quan.**	**Hourly Rate**	**Amount**	**Unit**	**Quan.**	**Hourly Rate**	**Amount**	**Unit**	**Quan.**	**Unit Cost**	**Amount**	**Total Amount**
Organics & Cap Crew													
Trackhoe	hr	300	$ 35.64	$ 10,692.00	hr	300	$ 91.66	$ 27,497.73				$ -	$ 38,189.73
Dozer	hr	300	$ 34.68	$ 10,402.92	hr	300	$ 137.19	$ 41,157.95				$ -	$ 51,560.87
Articulated Truck	hr	300	$ 34.68	$ 10,402.92	hr	300	$ 135.98	$ 40,793.18				$ -	$ 51,196.10
Water Truck for Dust Control	hr	300	$ 32.10	$ 9,630.72	hr	300	$ 57.48	$ 17,243.18				$ -	$ 26,873.90
				$ -				$ -				$ -	$ -
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				$ -				$ -				$ -	$ -
Bare Cost Subtotal				$ 41,128.56				$ 126,692.05				$ -	$ 167,820.61
Unit Cost				$ 1,370.95				$ 4,223.07				$ -	$ 5,594.02
Unit Price													$ 7,295.56
Bid Amount													$ 218,866.84

Matk-ups are shown on the Summary Page

CF Padilla, LLC

ORGANICS CAP DAILY RATES

Date 3/20/2025

Item Description Job Overhead

Item No - **Unit** - **Estimated Quantity** -

	Labor					Equipment					Materials, Subcontracts & Misc. Cost					Total Amount
					Amount	Unit	Quan.	Hourly Rate		Amount	Unit	Quan.		Unit Cost	Amount	Total Amount
Supervision																
Supt. w/Pickup	hr	30	$	50.16	$ 1,504.80	hr	30	$	25.12	$ 753.58					$ -	$ 2,258.38
QC Manager w/Pickup	hr	30	$	50.16	$ 1,504.80	hr	30	$	25.12	$ 753.58					$ -	$ 2,258.38
Perdiem					$ -					$ -	day	120	$	65.00	$ 7,800.00	$ 7,800.00
					$ -					$ -					$ -	$ -
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					$ -					$ -					$ -	$ -
Bare Cost Subtotal					$ 3,009.60					$ 1,507.16					$ 7,800.00	$ 12,316.76
Unit Price																

CF Padilla, LLC

ORGANICS CAP DAILY RATES

Date 3/20/2025

Summary

Item No.	Description	Unit	Estimated Quantity	Labor Cost	Equipment	Materials, Subcontracts & Misc. Costs	Subtotal	Labor: Direct Job Overhead Spread	Labor: Total Cost	Labor: Mark-up	Labor: Total	Equipment: Direct Job Overhead Spread	Equipment: Total Cost	Equipment: Mark-up	Equipment: Total	Materials, Subcontracts & Misc.: Direct Job Overhead Spread	Materials, Subcontracts & Misc.: Total Cost	Materials, Subcontracts & Misc.: Mark-up	Materials, Subcontracts & Misc.: Total	Overall: Unrounded Unit Price	Overall: Un-Rounded Total Amount
1	Move Pump and Build Upper	ls	1	$ 3,948.70	$ 5,552.61	$ 1,200.00	$ 10,701.31	$ 272.43	$ 4,221.13	$ 928.65	$ 5,149.78	$ 383.09	$ 5,935.70	$ 1,305.85	$ 7,241.55	$ 82.79	$ 1,282.79	$ 282.21	$ 1,565.01	$ 13,956.34	$ 13,956.34
2	In Reservoir Equipment & Cr	day	30	$ 41,128.56	$ 126,692.05	$ -	$ 167,820.61	$ 2,837.58	$ 43,966.14	$ 9,672.55	$ 53,638.69	$ 8,740.86	$ 135,432.91	$ 29,795.24	$ 165,228.15	$ -	$ -	$ -	$ -	$ 7,295.56	$ 218,866.84
3	Acequia De Llano Pumping	ls	1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Cost				$ 45,077.26	$ 132,244.65	$ 1,200.00	$ 178,521.92	$ 3,110.01	$ 48,187.28	$ 10,601.20	**$ 58,788.48**	$ 9,123.95	$ 141,368.61	$ 31,101.09	**$ 172,469.70**	$ 82.79	$ 1,282.79	$ 282.21	**$ 1,565.01**		**$ 232,823.18**
Direct Job Overhead Totals							$ 12,316.76	$ 12,316.76													
Direct Job Overhead Percentage							6.899%														

Total Labor Cost		$ 48,187.28	**Total Equipment Cost**		$ 141,368.61	**Total Materials,Subcontracts & Misc. Costs**		$ 1,282.79	Overall	$ 190,838.67
G&A Overhead	8%	$ 3,854.98	G&A Overhead	8.00%	$ 11,309.49	G&A Overhead	8.00%	$ 102.62	G&A Overhead	$ 15,267.09
Profit	12%	$ 5,782.47	Profit	12.00%	$ 16,964.23	Profit	12.00%	$ 153.93	Profit	$ 22,900.64
Bond	2.0%	$ 963.75	Bond	2.00%	$ 2,827.37	Bond	2.00%	$ 25.66	Bond	$ 3,816.77
NMGRT	0%	$ -	NMGRT	0.00%	$ -	NMGRT	0.00%	$ -	NMGRT	$ -
TERO	0%	$ -	TERO	0.00%	$ -	TERO	0.00%	$ -	TERO	$ -
Consultation	0%	$ -	Consultation	0.00%	$ -	Consultation	0.00%	$ -	Consultation	$ -
	22%	$ 10,601.20		22.00%	$ 31,101.09		22.00%	$ 282.21		$ 41,984.51
Total Labor		$ 58,788.48	Total Equipment		$ 172,469.70	Total Materials, Equipment & Misc.		$ 1,565.01	Total	**$ 232,823.18**

$ 232,823.18

PADILLA LLC

Date 3/20/2025

Rounded Unit Prices

ORGANICS CAP DAILY RATES

Base Bid

Item No	Item Description	Unit	Estimated Quantity	Un-Rounded Unit Price	Un-Rounded Amount	Rounded Unit Price	Rounded Amount
1	Move Pump and Build Upper Cofferdam	ls	1	$ 13,956.34	$ 13,956.34	$ 13,956.00	$ 13,956.00
2	In Reservoir Equipment & Crew	day	30	$ 7,295.56	$ 218,866.84	$ 7,296.00	$ 218,880.00
Total					**$ 232,823.18**		**$ 232,836.00**
NMGRT						6.875%	$ 959.48
Total							**$ 233,795.48**

CF Padilla, LLC

CRWT PIPELINE REMOVAL — **Date** 3/2/2025

Item Description — **Item No** 1 — **Unit** ls — **Estimated Quantity** 1

CRWT Pipeline Removal

	Labor				Equipment				Materials, Subcontracts & Misc. Cost				Total Amount
Work Description	**Unit**	**Estimated Quan.**	**Hourly Rate**	**Amount**	**Unit**	**Quan.**	**Hourly Rate**	**Amount**	**Unit**	**Quan.**	**Unit Cost**	**Amount**	**Total Amount**
Pipe and Concrete Demolition													
Trackhoe w/Breaker	hr	80	$ 35.64	$ 2,851.20	hr	80	$ 67.27	$ 5,381.82				$ -	$ 8,233.02
Loader	hr	80	$ 34.68	$ 2,774.11	hr	80	$ 79.77	$ 6,381.82				$ -	$ 9,155.93
Dump Truck w/Dump Fees (Concrete)	hr	80.00	$ 32.10	$ 2,568.19	hr	80	$ 53.83	$ 4,306.36	load	3	$ 250.00	$ 750.00	$ 7,624.56
4 ea. Laborer w/Saws	hr	80	$ 24.39	$ 1,951.49	hr	80	$ 21.47	$ 1,717.73				$ -	$ 3,669.22
Pipe Removal				$ -				$ -				$ -	$ -
Trackhoe	hr	420.00	$ 35.64	$ 14,968.80	hr	420	$ 67.27	$ 28,254.55				$ -	$ 43,223.35
Loader	hr	420.00	$ 34.68	$ 14,564.09	hr	420	$ 79.77	$ 33,504.55				$ -	$ 48,068.63
Flat Bed Truck	hr	420.00	$ 32.10	$ 13,483.01	hr	420	$ 53.83	$ 22,608.41				$ -	$ 36,091.42
4 ea. Laborer	hr	480.00	$ 24.39	$ 11,708.93				$ -				$ -	$ 11,708.93
Forklift	hr	60	$ 34.68	$ 2,080.58	hr	60	$ 35.45	$ 2,127.27				$ -	$ 4,207.86
Skid Steer	hr	420	$ 34.68	$ 14,564.09	hr	420	$ 25.45	$ 10,690.91				$ -	$ 25,255.00
Remove Pipe From Site				$ -				$ -				$ -	$ -
Forklift	hr	40.0	$ 34.68	$ 1,387.06	hr	40	$ 35.45	$ 1,418.18				$ -	$ 2,805.24
2 ea. Laborer	hr	80.0	$ 24.39	$ 1,951.49				$ -				$ -	$ 1,951.49
Flat Bed Truck	hr	40.00	$ 32.10	$ 1,284.10	hr	40	$ 53.83	$ 2,153.18				$ -	$ 3,437.28
Recycle Value (Steel)				$ -				$ -	tn	(25)	$ 210.00	$ (5,250.00)	$ (5,250.00)
Dump Fees (HDPE)				$ -				$ -	load	25	$ 250.00	$ 6,250.00	$ 6,250.00
				$ -				$ -				$ -	$ -
				$ -				$ -				$ -	$ -
Bare Cost Subtotal				$ 86,137.13				$ 118,544.77				$ 1,750.00	$ 206,431.90
Unit Cost				$ 86,137.13				$ 118,544.77				$ 1,750.00	$ 206,431.90
Unit Price													$ 282,903.07
Bid Amount													$ 282,903.07

CF Padilla, LLC

CRWT PIPELINE REMOVAL **Date** 3/2/2025

Item Description **Item No** - **Unit** - **Estimated Quantity** -

Job Overhead

	Labor				Equipment				Materials, Subcontracts & Misc. Cost				Total Amount
				Amount	Unit	Quan.	Hourly Rate	Amount	Unit	Quan.	Unit Cost	Amount	Total Amount
Supervision													
Supt. w/Pickup	hr	100	$ 50.16	$ 5,016.00	hr	100	$ 25.12	$ 2,511.93				$ -	$ 7,527.93
QC Manager	hr	100	$ 50.16	$ 5,016.00	hr	100	$ 25.12	$ 2,511.93				$ -	$ 7,527.93
Per Diem				$ -				$ -	day	160	$ 65.00	$ 10,400.00	$ 10,400.00
				$ -				$ -				$ -	$ -
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Bare Cost Subtotal				$ 10,032.00				$ 5,023.86				$ 10,400.00	$ 25,455.86
Unit Price													

CRWT PIPELINE REMOVAL

CF Padilla, LLC

Summary

Date 3/2/2025

Item No.	Description	Unit	Estimated Quantity	Labor Cost	Equipment	Materials, Subcontracts & Misc. Costs	Subtotal	Labor: Direct Job Overhead Spread	Labor: Total Cost	Labor: Mark-up	Labor: Total	Equipment: Direct Job Overhead Spread	Equipment: Total Cost	Equipment: Mark-up	Equipment: Total	Materials, Subcontracts & Misc.: Direct Job Overhead Spread	Materials, Subcontracts & Misc.: Total Cost	Materials, Subcontracts & Misc.: Mark-up	Materials, Subcontracts & Misc.: Total	Overall: Unrounded Unit Price	Overall: Un-Rounded Total Amount
1	CRWT Pipeline Removal	ls	1	$ 86,137.13	$ 118,544.77	$ 1,750.00	$ 206,431.90	$ 10,621.88	$ 96,759.01	$ 21,286.98	$ 118,045.99	$ 14,618.18	$ 133,162.96	$ 29,295.85	$ 162,458.81	$ 215.80	$ 1,965.80	$ 432.48	$ 2,398.27	$ 282,903.07	$ 282,903.07
Total Cost				$ 86,137.13	$ 118,544.77	$ 1,750.00	$ 206,431.90	$ 10,621.88	$ 96,759.01	$ 21,286.98	**$ 118,045.99**	$ 14,618.18	$ 133,162.96	$ 29,295.85	**$ 162,458.81**	$ 215.80	$ 1,965.80	$ 432.48	**$ 2,398.27**		**$ 282,903.07**
Direct Job Overhead Totals							$ 25,455.86	$ 25,455.86													
Direct Job Overhead Percentage							12.331%														

Total Labor Cost		$ 96,759.01	**Total Equipment Cost**		$ 133,162.96	**Total Materials,Subcontracts & Misc. Costs**		$ 1,965.80	Overall	$ 231,887.76
G&A Overhead	8%	$ 7,740.72	G&A Overhead	8.00%	$ 10,653.04	G&A Overhead	8.00%	$ 157.26	G&A Overhead	$ 18,551.02
Profit	12%	$ 11,611.08	Profit	12.00%	$ 15,979.55	Profit	12.00%	$ 235.90	Profit	$ 27,826.53
Bond	2.0%	$ 1,935.18	Bond	2.00%	$ 2,663.26	Bond	2.00%	$ 39.32	Bond	$ 4,637.76
NMGRT	0%	$ -	NMGRT	0.00%	$ -	NMGRT	0.00%	$ -	NMGRT	$ -
TERO	0%	$ -	TERO	0.00%	$ -	TERO	0.00%	$ -	TERO	$ -
Consultation	0%	$ -	Consultation	0.00%	$ -	Consultation	0.00%	$ -	Consultation	$ -
	22%	$ 21,286.98		22.00%	$ 29,295.85		22.00%	$ 432.48		$ 51,015.31
Total Labor		$ 118,045.99	Total Equipment		$ 162,458.81	Total Materials, Equipment & Misc.		$ 2,398.27	Total	**$ 282,903.07**

$ 282,903.07

PADILLA LLC

Date 7/30/2024

Rounded Unit Prices

CRWT PIPELINE REMOVAL

Base Bid

Item No	Item Description	Unit	Estimated Quantity	Un-Rounded Unit Price	Un-Rounded Amount	Rounded Unit Price	Rounded Amount
1	CRWT Pipeline Removal	ls	1	$ 282,903.07	$ 282,903.07	$ 282,903.00	$ 282,903.00
NMGRT						6.875%	$ 19,449.58
Total							**$ 302,352.58**

40 Calendar Days Extension to Contract Time

CITY OF SANTA FE

The Purchasing Memo

Date: May 21, 2025

To: Governing Body and Finance Committee

From: Erminia Tapia, Business Operations Manager

Via: Emily K. Oster, Finance Director

Alexis Lotero, Assistant Finance Director

Subject: Investment Services Professional Services Contract

Vendor Name: Government Portfolio Advisors (GPA)

Munis Vendor Number: 10624

ITEM AND ISSUE:

Finance Department respectfully requests your review and approval of a Professional Services Contract in the total amount of $389,475.00 including NMGRT for investment services for a term of four years with Government Portfolio Advisors (GPA).

CONTRACT NUMBER:

The FY25 Munis contract number is 3250582.

BACKGROUND AND SUMMARY:

The Finance Department issued RFP #24078 to procure professional investment advisory services. The City requires a higher level of financial expertise to manage its fixed income investment portfolio in a manner that ensures the preservation of principal, meets daily cash flow requirements, complies with State Statute, and maximizes returns on public funds.

By ordinance, the City is required to invest idle cash balances that are not immediately needed for operations. These investments must remain sufficiently liquid to meet all regular expenditures and debt obligations in a timely manner. The City's policy also requires that public funds be invested ethically and prudently to achieve the highest return consistent with safety and liquidity.

The selected contractor will support the City in managing its investments and will provide a range of advisory services. These include reviewing investment objectives, adjusting asset allocation strategies, updating investment policies, offering ongoing financial research and guidance, conducting portfolio analysis, and delivering performance reports. The advisor will also act as a general financial resource to the City.

All investment activity will be conducted in compliance with applicable policies, procedures, and the City’s Code of Ethics Ordinance (SFCC 1987, Section 11-8), which requires the disclosure of any potential conflicts of interest.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Treasury Admin/1000151

Munis Object Name/Number: Professional Contracts/510300

Budget Officer / Designee: Andy Hopkins **Date:** 05/22/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

The Finance Department issued RFP #24078 on July 17, 2024 to procure professional investment advisory services.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 05/22/2025

CPO Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFP
Professional Services Contract
Offerors Proposals and Evaluation Committee Report will be directly emailed to the Governing Body

Item #: _____
Munis Contract #: 3250582
RFP: 24078

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 **Government Portfolio Advisors (GPA)**, 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, Section 13-1-28 et seq.) pursuant to NMSA 1978, Section 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

The City and the Contractor hereby agree as follows:

1. Scope of Work

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

Manage the City of Santa Fe's fixed-income investment account in compliance with City policies, procedures, and State law.

A. Review Investment Objectives
   i. Meet with City staff and the City's Investment Advisory Board to review investment goals and objectives. Review the City's investment policies and guidelines for compliance with State Statute 6-10-10 and provide investment policy recommendations for the City's consideration.
   ii. Facilitate a discussion on fixed-income asset classes to determine which should be permitted.

B. Confirm and Adjust Asset Allocation Structure
   i. Use a trusted, reliable, and proven modeling program to run fixed-income allocation studies.
   ii. Use the latest historical data on fixed-income investment returns, volatility, and correlation along with Capital Market Assumptions to determine an optimal cash/fixed-income portfolio.
   iii. Determine an optimal fixed-income portfolio in a discretionary account that meets the City's short- and long-term cash needs as market conditions dictate.

C. Review Investment Policy
   i. Review potential strategies and consult with the City to determine changes to investment objectives and constraints stated in the Investment Policy Statement.
   ii. Collaborate with City staff to select performance benchmarks and address the City's specific investment objectives and risk tolerance.

   Provide Ongoing Advice and Research

   iii. Continuously monitor the portfolio and the markets and analyze the relative value of different fixed-income options.
   iv. Provide monthly and quarterly electronic communications reporting on the state of the investment markets.

D. Perform Analysis and Reporting

i. Provide the City with quarterly reports monitoring the performance of the account(s) including information about the economy, financial markets, and investment strategy outlook. This information will be provided in a format mutually agreed upon.

ii. Quarterly reports shall contain both account and benchmark returns provided by the City's investment consultant, as well as information that will allow staff to review the portfolio and its performance versus the established benchmark, monitor cash flows, and evaluate the portfolio against other financial indicators and market factors.

iii. Quarterly reports will be made available to City staff approximately 45 days after quarter-end.

E. Investment Advice

i. Serve as a general resource on investment matters by providing market information, investment analysis, and updates on relevant market activity that might impact the City's Investment Program.

ii. Attend the Governing Body or Committee meetings as needed (at least annually).

F. Provide formal training on investment topics to staff or the Governing Body as requested.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Investment 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 at the rate listed on Exhibit A, such compensation not to exceed $360,000.00, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling $29,475.00 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 $389,475.00.**

B. Payment. The total compensation under this Contract shall not exceed $389,475 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 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 **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). Contract

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.

i. The City shall give 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 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 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, Contracts, 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, Contracts, and understandings have been merged into this written contract.

All terms and conditions of the **RFP 24078** and the Contractor's response to such documents 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, 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 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:	To the Contractor:
Alexis Lotero, Assistant Finance Director 200 Lincoln Avenue Santa Fe, NM 87501 aclotero@santafenm.gov	Government Portfolio Advisors Deanne Woodring, President 6650 SW Redwood Lane Suite 365 Portland, OR 97224 deanne@gpafixedincome.com (503)248-9973

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:

_____
ALAN WEBBER, MAYOR

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 16, 2025 16:28 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

CONTRACTOR:

Deanne Woodring
DEANNE WOODRING, PRESIDENT

DATE: 05/16/2025
NMBTIN: 03-285234-00-7

EXHIBIT A
COST RESPONSE FORM

<table>
<tr><th>Cost/Fee Item</th><th colspan="2">Unit</th><th>Cost</th></tr>
<tr><td>Annual Advisory Management Fee</td><td colspan="2"><table><tr><th>Assets Under Management</th><th>Fee in basis points</th></tr><tr><td>First $50,000,000</td><td>5</td></tr><tr><td>Next $50,000,000</td><td>4</td></tr><tr><td>Next $50,000,000</td><td>3</td></tr><tr><td>Excess of $150,000,000</td><td>2</td></tr></table>
Total Cost of $35,000 based on 75M (This only includes assets managed by GPA – Does not include liquidity tracking.)

NOTE: GPA would like the City to consider the full liquidity/core services that will benefit the total investment program. The City’s total balances appear to be closer to $300 million including bank balances. The scale above would apply to that and the total price for full services described in this response is closer to $90,000.</td><td>.047% based on 75M</td></tr>
<tr><td>Advisory Fee</td><td colspan="2">Annual (12 months) just management

Full Services – Core/Liquidity</td><td>$35,000 AUM Base

$90,000 AUM Base</td></tr>
<tr><td colspan="4">Start-Up Costs (List any other start-up costs that may be applicable.) -N/A</td></tr>
<tr><td>Conversion Fees</td><td colspan="2">Lump Sum</td><td>$</td></tr>
<tr><td>Transfer Fees</td><td colspan="2">Lump Sum</td><td>$</td></tr>
<tr><td>Other Fees</td><td colspan="2">Lump Sum</td><td>$</td></tr>
<tr><td colspan="3">Total First Year Costs</td><td>$</td></tr>
<tr><td colspan="4">Additional Fees for Services
(List any other fees for services should the City use them.) -N/A</td></tr>
<tr><td>Travel</td><td colspan="2"></td><td>$</td></tr>
<tr><td>Training</td><td colspan="2"></td><td>$</td></tr>
</table>

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).

We would like to discuss our holistic approach where we incorporate the total assets which aligns with our response regarding core/liquidity management. This holistic model of services will be based on assets under management (including LGIP and bank balances). We have provided the current pricing scale for full-time investment advisory services above. Fees will be applied monthly and in arrears. Additional information related to the fees presented here can be discussed in further detail upon request.

Additional Fees outside of our services: Custodial bank fees are the responsibility of the City separate from GPA’s fee. It is best practice standards to maintain a third-party custodian independent of the investment advisor. GPA will work with the City’s existing custodian or help facilitate a new relationship if needed.

The pricing detail outlined above includes all applicable costs. The City will pay GRT taxes and GPA will calculate and include taxes on the detailed monthly invoice.

Contract Template GPA Investment Services RFP 24078 FINAL

Final Audit Report 2025-05-16

Created:	2025-05-16
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM5DL1EGZDL6p3MHUSDu17MO0iKL4iuEV

"Contract Template GPA Investment Services RFP 24078 FINAL" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
2025-05-16 - 3:43:12 PM GMT- IP address: 63.232.20.2

Document emailed to Deanne Woodring (deanne@gpafixedincome.com) for signature
2025-05-16 - 3:43:59 PM GMT

Email viewed by Deanne Woodring (deanne@gpafixedincome.com)
2025-05-16 - 4:24:02 PM GMT- IP address: 50.173.10.33

Document e-signed by Deanne Woodring (deanne@gpafixedincome.com)
Signature Date: 2025-05-16 - 10:27:09 PM GMT - Time Source: server- IP address: 50.173.10.33

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2025-05-16 - 10:27:11 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2025-05-16 - 10:27:34 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2025-05-16 - 10:28:07 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-05-16 - 10:28:07 PM GMT

Powered by Adobe Acrobat Sign

From: Matt Loehman
To: SANCHEZ, KATHY S.
Subject: Re: Investment Services for the City of Santa Fe
Date: Tuesday, September 26, 2023 8:14:59 AM

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 morning,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, Sep 25, 2023 at 4:48 PM SANCHEZ, KATHY S. <kssanchez@santafenm.gov> wrote:

> Good afternoon, I am sending over the following professional services scope of work for investment services for the City of Santa Fe. Please let me know if Horizons of New Mexico will be able to provide the services.
>
> 1. **Scope of Work**.
>
> Manage the City of Santa Fe's fixed income investment account in compliance with policies, procedures, and State Statute.

A. Review Investment Objectives

1. Meet with City staff and the City's Investment Advisory Board to review investment goals and objectives. Review City's investment policies, guidelines for compliance with State Statute 6-10-10 and provide investment policy recommendations for City's consideration.

2. Facilitate a discussion on fixed income asset classes to determine which should be permitted.

B. Confirm and Adjust Asset Allocation Structure

1. Use a state-of-the-art modeling program to run fixed income allocation studies.

2. Use the latest historical data on fixed income investment returns, volatility, and correlation along with Capital Market Assumptions to determine an optimal cash/fixed income portfolio.

3. Determine an optimal fixed income portfolio in a discretionary account that meets the City’s short- and long-term cash needs as market conditions dictate.

C. Review Investment Policy

1. Review potential strategies and consult with the City to determine changes to investment objectives and constraints stated in the Investment Policy Statement.

2. Consult with City staff to select performance benchmarks and address the City's specific investment objectives and tolerance for risk.

D. Provide Ongoing Advice and Research

1. Continuously monitor the portfolio and the markets and analyze the relative value of different fixed income options.

2. Provide monthly and quarterly electronic communications reporting on the state of investment markets.

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l. Provide the City with quarterly reports monitoring the performance of the

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2. Quarterly reports shall contain both account and benchmark returns provided by the City's investment consultant as well as information which will allow staff to review the portfolio and its performance versus the established benchmark, monitor cash flows and evaluate the portfolio against other financial indicators.

3. Quarterly reports will be available approximately 45 days after quarter-end.

F. Act as a General Resource

1. Serve as a general resource on investment matters by providing market information, investment analysis, and updates on relevant market activity that might impact the City's Investment Program.

2. Attend Governing Body or Committee meetings as needed (at least annually).

3. Provide formal training on investment topics to staff and or Governing Body as requested.

Thank you,

Kathy Sanchez

City of Santa Fe

Central Purchasing Office

From: DUTTON-LEYDA, TRAVIS K.
To: SANCHEZ, KATHY S.
Subject: RE: Determination for Investment Services
Date: Tuesday, June 25, 2024 7:04:57 PM

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 any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - ereview@santafenm.gov
  - Vehicles – dmjaramillo@santafenm.gov
  - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
  - Facilities, Furniture, Fixture, Equipment - jsburnett@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

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: SANCHEZ, KATHY S. <kssanchez@santafenm.gov>
Sent: Friday, May 31, 2024 2:40 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Determination for Investment Services

Travis, I need a Determination for the Investment Services. Here is the scope of work:

Manage the City of Santa Fe's fixed-income investment account in compliance with City policies, procedures, and State Statutes.

1. Review Investment Objectives
   a. Meet with City staff and the City's Investment Advisory Board to review investment goals and objectives. Review the City's investment policies and guidelines for compliance with State Statute 6-10-10 and provide investment policy recommendations for the City's consideration.
   b. Facilitate a discussion on fixed-income asset classes to determine which should be permitted.

2. Confirm and Adjust Asset Allocation Structure
   a. Use a trusted, reliable, and proven modeling program to run fixed-income allocation studies.
   b. Use the latest historical data on fixed-income investment returns, volatility, and correlation along with Capital Market Assumptions to determine an optimal cash/fixed-income portfolio.
   c. Determine an optimal fixed-income portfolio in a discretionary account that meets the City's short- and long-term cash needs as market conditions dictate.

3. Review Investment Policy
   a. Review potential strategies and consult with the City to determine changes to investment objectives and constraints stated in the Investment Policy Statement.
   b. Collaborate with City staff to select performance benchmarks and address the City's specific investment objectives and risk tolerance.

4. Provide Ongoing Advice and Research
   a. Continuously monitor the portfolio and the markets and analyze the relative value of different fixed-income options.
   b. Provide monthly and quarterly electronic communications reporting on the state of the investment markets.

5. Perform Analysis and Reporting
    a. Provide the City with quarterly reports monitoring the performance of the account(s) including information about the economy, financial markets, and investment strategy outlook. This information will be provided in a format mutually agreed upon.
    b. Quarterly reports shall contain both account and benchmark returns provided by the City's investment consultant, as well as information that will allow staff to review the portfolio and its performance versus the established benchmark, monitor cash flows, and evaluate the portfolio against other financial indicators and market factors.
    c. Quarterly reports will be made available to City staff approximately 45 days after quarter-end.

6. Act as a General Resource
    a. Serve as a general resource on investment matters by providing market information, investment analysis, and updates on relevant market activity that might impact the City's Investment Program.
    b. Attend the Governing Body or Committee meetings as needed (at least annually).
    c. Provide formal training on investment topics to staff or the Governing Body as requested.

Thank you,
Kathy

THE CITY OF SANTA FE

Response to Request for Proposals for Investment Services

RFP Number: 24078

Due: August 23, 2024 by 3:00 PM MST

The City of Santa Fe
Central Purchasing Division and
Finance Department
200 Lincoln Ave
Santa Fe, NM 87501
aclotero@santafenm.gov

GPA GOVERNMENT PORTFOLIO ADVISORS
6650 SW Redwood Lane, Suite 365
Portland, OR 97224
(503) 248-9973
www.gpafixedincome.com

Letter of Transmittal Form

ITEMS #1 to #3 EACH SHOULD BE COMPLETED IN FULL (pursuant to Section II.C. (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 24078

1. **Identify the following information for the submitting organization**:

Offeror Name	Government Portfolio Advisors
Mailing Address	6650 SW Redwood Lane Suite 365 Portland, OR 97224
Telephone	(503) 248-9973
FED ID#	46-4088179
NM CRS#	03285234007-GRT

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**:

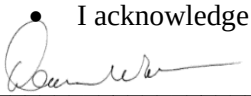
	A **Contractually Obligate**	**B** **Negotiate***	**C** **Clarify/Respond to Queries***
Name	Deanne Woodring	Deanne Woodring	Deanne Woodring
Title	President	President	President
Email	deanne@gpafixedincome.com	deanne@gpafixedincome.com	deanne@gpafixedincome.com
Telephone	(503) 248-9973	(503) 248-9973	(503) 248-9973

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):
_X__ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:
_____
(Attach extra sheets, as needed)

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 all amendments to this RFP, if any.



_____ August 20, _____, 2024

Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above*.)

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 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, Section 13-1-181 or a contract that is executed may be ratified or terminated pursuant to Section 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 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 proces**s" 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, Section 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 Alma Castro – District One
Councilor Amanda Chavez – District Four
Councilor Carol Romero-Wirth – District Two
Councilor Jaime Cassutt – District Four
Councilor Lee Garcia – District Three
Councilor Michael Garcia – District Two
Councilor Pilar Faulkner – District Three
Councilor Signe Lindell, Mayor Pro-tem – District One

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.



_____ _____8/21/2024_____
Signature Date

President_____
Title (Position)

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the President (insert title) and the duly authorized representative of Government Portfolio Advisors (insert organization's name) whose address is 6650 SW Redwood Lane Suite 365 Portland, OR 97224. 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 with respect to 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 Deanne Woodring

Title President

Date 8/21/2024

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 Investment Advisor, 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 Investment Advisor and known key personnel need to describe the conflict.

The Investment Advisor agrees that, if after award, an organizational conflict of interest is discovered, the Investment Advisor makes an immediate and full written disclosure to the City that includes a description of the action that the Investment Advisor 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 Investment Advisor 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, Deanne Woodring 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 For the duration of this firm's involvement in the Investment Services 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 Investment Services contract.

I certify that this firm will keep all Investment Services 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 Investment Services contract. I understand that if this firm leaves this Investment Services 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 Investment Services 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 Investment Services 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.

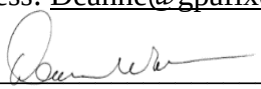
Company Name: Government Portfolio Advisors

Authorized Representative/Title: Deanne Woodring, CFA®, President

Phone Number: (503) 248-9973

Fax Number: (971) 266-8825

Email Address: Deanne@gpafixedincome.com

Signature: 

Date: 8/21/2024

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.

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Monthly and Quarterly Performance Reports	B
New Mexico Business License	C
Clearwater Direct Relationship	D
Financial Strengths	E

F. Proposal Summary

City Goals:
GPA has an investment advisory model that supports the City's safety, liquidity, and return objectives. We will act in a fiduciary capacity in partnership with City of Santa Fe's Finance Department and the Governing Body. Our services include technical experience and resources to handle the important role of developing strategy, managing broker relationships, documenting transactions, providing reporting, and monitoring trade settlement. The design of our service is to partner with the City in developing the strategy and to manage the portfolio to meet the City's goals and objectives. Utilizing GPA ensures that the portfolio is being viewed holistically and that all assets, liquidity, cash matched, and core investments are optimized together. GPA strives to deliver investment advisory services that provide excellent transparency, accountability, and risk-adjusted-performance. Our goal is to provide sound investment opportunities to the City with the highest quality of service, costs effectiveness and financial efficiency.

Our Role:
One role is to enhance strategic investment management, cash flow management and transact purchases and sales to effectively balance the investment risk and return objectives. As the investment manager we will work together with the Finance Department to develop guidance with investment portfolio strategy, develop procedural efficiencies and to support all requirements necessary to achieve a best practice investment program. We will utilize our extensive experience and market contacts to help you create a customized investment management process that will enhance internal communication, define distinct actions, provide full transparency, establish complete reporting capability, and produce returns consistent with your expectations given your specific levels of risk/return tolerance. However, the priority is ensuring that liquidity is available at all times, to support cash flow and ongoing operational funding needs.

The future of public fund investing has changed dramatically over the past fifteen years due to budgets, resources, and investment services delivery. 2020 has amplified the importance of implementing tactical investment strategies, utilizing technology, and improving workflow within public entity organizations. GPA is diligent in becoming an extension of the financial teams of our clients. We have built our firm with a singular focus on serving the needs of public entities by proving investment advisory/consultative services for separately managed portfolios. This is the exact scope of service of this RFP. Many of our peers have extensive staffing to cover multiple business services, such as pooled funds, managed funds etc., which can distract from their service models. Our longevity in serving public entity clients and New Mexico clients is evidence that our customized model works for those clients who seek to maintain control of key decision-making elements of the investment program.

Investment Policy Impact:
The investment policy has a significant impact on the financial performance of public entities. The NMSA Statutes and the City's investment policy will provide for the capacity to add returns through the diversification of asset class choices and maturity structure. With this ability to add earnings it is important to incorporate the capability to monitor risk and our approach and reporting incorporate risk measures. We will take a conservative approach and add value and returns through a balanced and measurable process supported by the Investment Policy.

Understanding of the Scope of Services:
The services will include but are not limited to, reviewing investment objectives, confirming and adjusting asset allocation structures, reviewing investment policy, providing ongoing advice and

research, performing analysis and reporting, investment transaction proposals and trade execution, and serving as a general resource. We understand the City is requesting full-time investment management and advisory services to work collaboratively with the Finance Department and provide ongoing training. The current balance of the total operational portfolio is approximately $300 million, and funds are primarily held with the bank, and the overall assets will be stable and growing. The City is intending to initially invest $75 million. The portfolio consists of various funds at the City for operating and capital funds and there is a component of liquidity that can be invested in the State LGIP portfolio or local bank deposits. While our primary role is to plan and execute on the strategic plan for investments based on the City's Investment Policy, statutes, and benchmark; we will be fully available, if needed, to present information to the Governing Body regarding the overall strategy in the context of the City's budgeting and planning needs.

Qualifications of Proposer's Personnel:
GPA's senior advisors have extensive expertise in working with City governments and have worked with New Mexico clients for over twenty years. In addition to decades of trading and portfolio management experience, the City's lead advisors are specialists in strategic planning that incorporates cash flows and benchmarks to optimize the management of operating funds, project funds, reserve funds, and bond proceeds.

The Following Professionals are Committed to Serve the City:
Strategic Advisor | *Strategy, Plan and Portfolio Development* – Deanne Woodring, CFA
Secondary Advisor | *Cash Flow, Budget and Portfolio Structure Support* – Mitch Henke
Primary Portfolio Manager | *Portfolio Management and Strategy* – Mike Clark
Secondary Portfolio Manager | *Portfolio Strategy* – Ryan Haidar, CFA

Professional Conduct:
In addition to abiding by the CFA Code of Conduct, GPA employees have the following responsibilities to their clients. Advisors must:

- Demonstrate loyalty to clients.
- Take fiduciary responsibility and place client interest before their own.
- Preserve the confidentiality of information communicated by clients within the scope of the Advisor-Client relationship.
- Refuse to participate in any business relationship or accept any gift that could reasonably be expected to affect their independence, objectivity, or loyalty to clients.

GPA Commitment and Value Proposition:
New Mexico public fund investors are a priority for GPA, and our team of advisors are available on-site and remotely as needed. The following factors demonstrate why the City should select GPA as its investment advisor: 1) the delivery of superior relative returns, 2) the constant collaboration to ensure that the portfolio is invested in a manner that is consistent with the City's philosophy 3) the work we do to dynamically understand your objectives while communicating clear information that supports the strategy and tactics we deploy in the management of your portfolio, 4) access to reporting system GPA has tailored for public entities that provides you with a 24/7 view of your portfolio and the metrics that are important to you.

Current GPA New Mexico Clients:
City of Albuquerque - Advisory/Consultant
Sandoval County - Advisory
Los Alamos County – Advisory
New Mexico Finance Authority - Consultant
New Mexico State Treasurer - Consultant

City of Rio Rancho – Advisory
Albuquerque Public Schools - Advisory

Capabilities and Experience of GPA Team
The following summarizes the capabilities and experience of GPA:

- Liquidity and Core fund management: GPA will work collaboratively with the City's finance team to develop specific guidelines for the portfolio.
- GPA is highly experienced in developing portfolio structures and strategies tailored to the specific needs of each individual account, and the portfolio as a whole, supported by discussions with the City surrounding their goals, risk tolerance, and review of their budgeted cashflows.
- GPA is highly experienced in reviewing New Mexico investment policies annually
- A key discipline in managing fixed-income portfolios is the utilization of benchmarks. GPA will make benchmark recommendations and manage the portfolio following a determined strategy. GPA manages core investment portfolios to the 0–3 year US treasury index (1.40-year duration) or the 0–5 year US treasury index (2.10-year duration).
- Reporting is key to a successful advisory service and GPA's platform provides comprehensive reports that will meet the City's requirements and be accessible 24/7 by the city finance team members.
- Commitment to the highest ethical standards.
- Commitment to the empowerment of public entity fiduciaries through unique educational platforms.

Transition Process:
We can assure that our services and transition will be seamless from your current procedures, and we can support all requirements immediately. Our team of advisors is familiar with the operational structure of the City and will be able to transfer access to the investment positions and address investment needs upon signing the contract.

The GPA team of professionals is committed to serving the City of Santa Fe with the highest quality of service. We welcome this opportunity to present our credentials as a team of advisors who have committed our careers to providing outstanding fixed-income investment services to those entities seeking financial excellence.

G. Response to Contract Terms and Conditions (from Section II.C.15)

GPA accepts the terms and conditions of the contract as set forth in RFP Draft Contract.

H. Offeror's Additional Terms and Conditions (from Section II.C.16)

GPA is requesting to additional disclosures and terms that are standard to our industry.

1. PERFORMANCE RECORDS: The ADVISOR maintains composites of returns which are audited performance records that conform to the Global Investment Performance

Standards (GIPS). THE CITY acknowledges that the advisor shall have the right to retain historical performance data from inception date to the termination date of THE CITY, during the term of this agreement and such period thereafter, that the ADVISOR continues to show performance. ADVISOR shall defend and indemnify and hold THE CITY harmless for any claims that arise or relate in any way, from ADVISOR's use of such information.

2. LIABILITY OF LOSS: The ADVISOR shall not have liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of business activities of the ADVISOR or other financial institutions due to acts of God, acts of governmental CITY, acts of war, terrorism, civil riots, labor disputes or any action or inaction due to malfunction. The ADVISOR does not guarantee future performance or any specific level of performance, and THE CITY understands that the market value of investments may fluctuate and at any point in time be worth more or less than the amount originally invested.

3. ANTI-MONEY LAUNDERING: THE CITY understands that the Advisor prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, in any type of money laundering activities or on behalf of terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") which is available at http://www.treas.gov/ofac. THE CITY represents, warrants and covenants that it is not, nor is any person or entity controlling, controlled by or under common control with it a "Prohibited Person" as identified by the OFAC.

4. CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS; OTHER DISCLOSURES: The ADVISOR is required to provide annual or periodic disclosures to THE CITY and must record and maintain records of its delivery. THE CITY consents to the delivery of documents related to the investment advisory service described within this Agreement in an electronic manner, as described below:

   Documents subject to this Consent to Electronic Delivery include the Form ADV Part 1, Part 2A, and Part 2B, account reports and reviews and other information about account activity, and any disclosure or notification that is required under applicable regulations, other regulatory communications, and Privacy Policy information.

   THE CITY agrees and acknowledges that delivery of documents may be via electronic means, including, but not limited to, a PDF file to the email addresses provided to the ADVISOR by client, or via secure online access to such documents. ADVISOR may use electronic delivery to effectively deliver any or all documents related to the relationship between THE CITY and ADVISOR. THE CITY acknowledges that it has access to this media and the ability to print and/or download the information provided thereby.

   THE CITY will provide appropriate e-mail addresses for sending electronic information consistent with these terms of electronic delivery. THE CITY will notify ADVISOR in writing if delivery should be made to any additional e-mail addresses or if delivery to any of the initially provide e-mail addresses should be discontinued. It is THE CITY's responsibility to provide ADVISOR with updates regarding changes to any authorized email addresses. Should it come to the attention of the ADVISOR that the e-mail addresses provided are not functioning, all documents will be sent in paper form. The consent to electronic delivery is valid until such consent is revoked, in writing, to the ADVISOR by THE CITY.

Occasional requests for paper documents does not trigger revocation of this consent.

5. SAFEKEEPING**:** THE CITY acknowledges that it will assign a third party custodial bank, which will be a qualified custodian under Rule 206(4)-2 of the Investment Advisers Act of 1940. The designated custodian shall have the sole responsibility to settle any and all purchases, sales, deliveries, receipts and other transactions made with respect to the Account, the collection of all income, and the acquisition and safekeeping of the assets, securities, funds and other properties comprising the Account. THE CITY will control all fund transfers in and out of the account. The ADVISOR will not hold or have custody or possession of any cash, securities or other properties of the Client or assets of the Account.

   THE CITY agrees to promptly furnish, or to instruct the custodial bank to furnish, all data and information the ADVISOR may reasonably request to complete the setup and render services described in this Agreement.

   THE CITY acknowledges that it receives custodial statements at least quarterly from the custodial bank, indicating the total funds and each asset in the account at the end of the reporting period (which shall be no less frequently than quarterly) and sets forth all transactions of the Account during such period. Client acknowledges it has been advised to reconcile the report from the ADVISOR with the statement provided by the custodian bank and to notify the ADVISOR immediately if there are any discrepancies.

   THE CITY shall instruct the custodian bank to carry out all transactions directed, in writing or electronically, by the ADVISOR.

   THE CITY will provide ADVISOR prompt written notice in advance of engaging a new custodian bank in connection with the Account.

6. NON-DISCRETIONARY OR DISCRETIONARY SERVICES: THE ADVISOR will discuss overall strategy and investment structure with the client. All transactions will be approved by the City's designated authorized person. The City may determine if it prefers to approve each transaction prior to trade or to provide approval of the strategic plan and GPA executes based on the plan and policy.

I. SPECIFICATIONS – A. Scope of Work

1. Review Investment Objectives

a. Meet with City staff and the City's Investment Advisory Board to review investment goals and objectives. Review the City's investment policies and guidelines for compliance with State Statute 6-10-10 and provide investment policy recommendations for the City's consideration.

Goals and Objectives: GPA will meet with the City staff and the Investment Advisory Board annually to review the investment goals and objectives. A Guideline Portfolio Strategy document will be compiled to provide guidance and

accountability throughout the year. The document will incorporate cash flow analysis, budget impacts and expected outflows.

Investment Policy: GPA will review the policy annually and provide a memo with recommended changes. Our active involvement with the NMML, NMGFOA and the NM County Treasurers ensures we are aware of any proposed changes to NMSA 6.10.10 and will keep the City staff and Investment Advisory board updated.

b. Facilitate a discussion on fixed-income asset classes to determine which should be permitted.

GPA will facilitate a discussion on the fixed-income asset classes that are appropriate for the City. We utilize all securities allowable with our other New Mexico clients. However, the City may not need to be active in all allowable asset classes, and that will be determined collaboratively through the strategy process review.

c. Representatives must be available to meet regularly (primarily via teleconference) to review the account. In-person attendance may be required upon the request of the contract manager not to exceed four times per contract year.

The City's lead advisor and the dedicated advisory team will be available promptly in person, by phone, or by email. We consider ourselves an extension of your staff and will be available as needed to discuss the economic conditions, the investment strategy and performance. In addition, we fully embrace meeting with the Finance Committee and Governing Body as often as necessary to address issues regarding the expectations of the investment program. We are present in Santa Fe quarterly and can coordinate the calendar to have standing on-site meetings.

2. Confirm and Adjust Asset Allocation Structure

a. Use a trusted, reliable, and proven modeling program to run fixed-income allocation studies.

GPA utilizes Bloomberg analytics to provide ongoing modeling of fixed income studies to optimize fixed-income asset allocations. These studies help support the decisions for Strategic Asset Allocation. Fixed Income Mutual funds can be used to incorporate additional asset classes and GPA can support those investments and analytics.

Asset Class	Effective Duration	Convexity	Yield	20-Year Total Return (Annualized)	20-Year Standard Deviation (Annualized)	Maximum Monthly Return	Minimum Monthly Return	Range	Roy's Safety First Ratio	Sharpe Ratio
1-5 Year US Treasuries	2.57	0.09	4.64%	2.17%	2.07%	2.19%	-1.86%	4.05%	0.38	0.31
1-5 Year Agency Bullets	2.02	0.08	4.73%	2.40%	1.81%	2.55%	-1.67%	4.22%	0.56	0.48
1-5 Year Municipals	2.14	(0.13)	3.52%	2.21%	2.00%	2.44%	-1.69%	4.13%	0.42	0.34
1-5 Year BBB-AAA Corporates	2.63	0.08	5.39%	3.34%	3.23%	3.14%	-5.37%	8.51%	0.61	0.56
1-5 Year High Yield	2.45	(0.15)	8.19%	6.32%	7.70%	9.99%	-14.26%	24.25%	0.64	0.62
0-5 Year TIPS	1.74	0.05	2.61%	2.84%	2.75%	2.72%	-5.15%	7.87%	0.53	0.48
1-3 Year Supranational blend 1-5 Agg	2.90	0.04	4.89%	2.48%	2.05%	2.29%	-1.96%	4.25%	0.53	0.46
US Mortgage Backed	5.62	(0.19)	5.23%	2.92%	3.88%	5.11%	-5.12%	10.23%	0.40	0.36

b. Use the latest historical data on fixed-income investment returns, volatility, and correlation along with Capital Market Assumptions to determine an optimal cash/fixed-income portfolio.

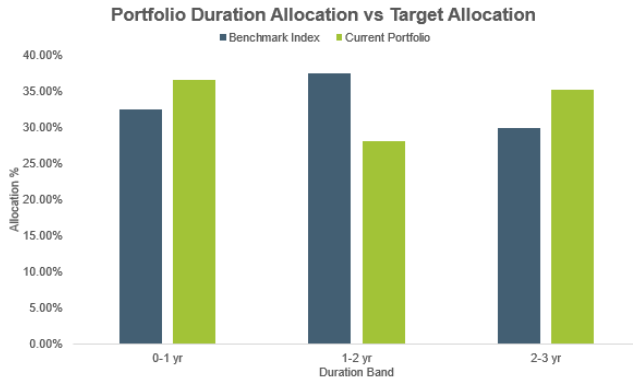
Initially we will review the City's historical balances data and budget cash flows to determine the appropriate balance of liquidity (Cash) for Core Investments. Then we will utilize Capital Market Assumptions and analysis to determine the right investment structure both in maturity and asset types that will optimize the City's within their risk parameters.

c. Determine an optimal fixed-income portfolio in a discretionary account that meets the City's short- and long-term cash needs as market conditions dictate.

GPA will determine an optimal fixed-income portfolio to be managed in a discretionary manner. The initial amount of investment will be $75 million based on the RFP request and we will track the total balances in the bank and LGIP.

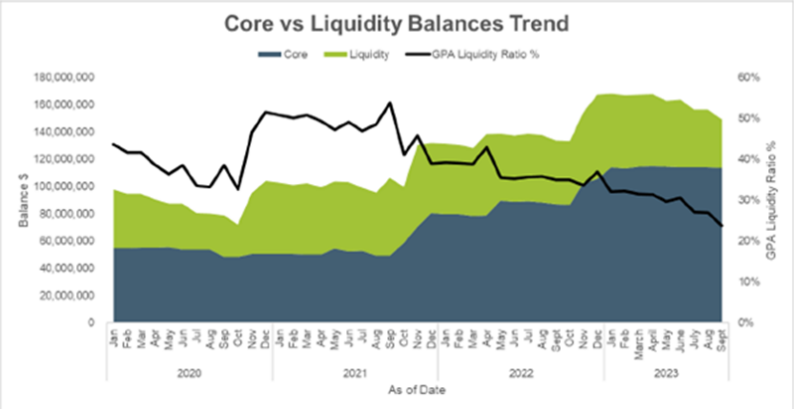
Suggested Actions:

1) GPA will be recommending to invest the initial amount of $75 million into the market based on the current investment policy using US Treasury and Agency securities. The maturity structure will be based on a 0-3 benchmark target.



2) The investment policy will be reviewed to determine the appropriateness to extend the maturity and review the allowable asset classes. GPA will incorporate an asset study to analyze utilizing Supranationals or Corporate Bond ETFs.

3) A full assessment of cash flow and budget expectations would be completed to provide a recommendation on liquidity needs and an optimal investment core.



3. Review Investment Policy

a. Review potential strategies and consult with the City to determine changes to investment objectives and constraints stated in the Investment Policy Statement.

GPA understands the importance of developing and implementing investment strategies to maintain and enhance portfolio quality and performance within the City's established investment policies and cash flow requirements. Duration management is the core focus and foundation of our portfolio management philosophy. We believe duration is the most important factor in managing risk while achieving the City's primary objective of preservation of principal (safety), followed by secondary objectives of liquidity and return while enhancing portfolio quality and performance. Below are the key steps we take upfront to design your portfolio and on a recurring basis to ensure your portfolio remains optimally invested.

Review of Strategy
GPA will collaborate with the city to review the City's strategy through our strategic planning process. Additional strategic reviews will be conducted if there are any meaningful changes in the city, including changes to expected operating portfolio balances, investment objectives, risk tolerance, and potential bond proceeds investment needs.

Consult with the City
Three fundamental components guide GPA's investment strategy advice to determine the appropriate balance of risk and return: duration, asset allocation, and cash flow. These components tie back to the policy objectives of safety, liquidity, and return, with the priority on the preservation of principal (safety).

Liquidity	Accurate cash flow analysis is imperative in managing operating funds and bond proceeds. Incorporating expectations of cash into the strategy will help optimize returns. Having too much liquidity historically lowers yields on the overall portfolio. Having too little liquidity exposes the City to potential price exposure if securities need to be sold when rates are higher.

Safety	Monitoring and analyzing asset allocation and maturity sector allocation will help provide for safety in the portfolio. The policy will dictate both maturity and asset types. The actual strategy and portfolio positioning will be based on the duration and the advisor's outlook regarding issuer interest rate risk. The policy will guide the asset allocation structure and dictate diversification by the issuer, security type, and maturity sector reducing the exposure to safety risk.
Return	Duration exposure is the primary driver of return for fixed-income portfolios. Historically, the longer the maturity the higher the return over long investment horizons. However, the risk/return trade-off must be considered as the longer the maturity the greater the price risk. Benchmarking the portfolio to a predetermined benchmark will help achieve returns that are consistent with risk/return tolerances and expectations.

When strategy reviews occur, the policy will be reviewed at the same time to determine if any changes need to be recommended.

b. Collaborate with City staff to select performance benchmarks and address the City's specific investment objectives and risk tolerance.

A key discipline in managing fixed-income portfolios is the utilization of benchmarks. Having the correct benchmark supports investment decisions and performance for the investment component of the operating portfolio. Our 20-year GIPS performance track record of our 0-3 year investment strategy is a testament to our dedication to a benchmark investment approach. GPA advisors have been instrumental in introducing benchmark management strategies to public entities over the years by giving educational presentations at local government organizations.

Collaborate with the City Staff:
We will work collaboratively to determine the right benchmark for the City's investment portfolio. Drivers will be risk tolerance due to maturity, asset allocation and cash-flow analysis. If the City wishes to not update the current policy and maintain a 3-year maximum maturity for investments, the benchmark recommendation will be the 0-3 year US Treasury index.

TABLE OF BENCHMARKS UTILIZED BY GPA CLIENTS

Benchmark	Duration averages
US Treasury 0-3 Year	1.40
US Treasury 1-3 Year	1.85
US Treasury 0-5 Year	2.10
US Treasury Custom Blend	
95% 0-5 / 5% 5-10	2.25
90% 0-5 / 10% 5-10	2.50
80% 0-5 / 20% 5-10	2.75

4. Provide Ongoing Advice and Research

a. Continuously monitor the portfolio and the markets and analyze the relative value of different fixed-income options.

The investment strategy is formulated weekly and monitored daily. The most important part of the fixed-income strategy will be at the onset of the investment advisory relationship. Before any investment decisions are made, we will work with the City to determine an appropriate benchmark, risk profile and liquidity percentage for the total assets. This will provide the framework for investment decisions as opposed to reacting to market fluctuations. In addition to the ongoing monitoring, a more formal performance review will be conducted by the portfolio manager at least quarterly.

Maturity Selection: GPA utilizes the assigned benchmark to support maturity selections and duration targets. The Benchmark represents the strategic allocation, and GPA will deviate if there is a tactical advantage to do so. For example: in today's market we favor a slight overweight to the belly of the maturity scale due to the inverted yield curve.

Asset Allocation Selection: GPA manages the asset allocation strategy utilizing a Strategic Asset Allocation target based on the client's credit risk. The process will involve determining the assets that will be used in the portfolio and then we will create a strategic plan, including target weighting for each asset class.

b. Provide monthly and quarterly electronic communications reporting on the state of the investment markets.

GPA provides monthly and quarterly market updates in our standard reports. In addition, the City will receive our weekly market commentary electronically and any market updates that are sent out periodically.

5. Perform Analysis and Reporting

a. Provide the City with quarterly reports monitoring the performance of the account(s) including information about the economy, financial markets, and investment strategy outlook. This information will be provided in a format mutually agreed upon.

GPA has gone to great efforts to develop market-leading reporting tailored for our public entity clients that provide accountability, transparency, and measurement of portfolio performance to the benchmark. The quarterly report includes a commentary on the economy, financial markets and the investment strategy outlook. We can work with the City if additional formatting is required. Please see Addendum Tab B for sample reporting.

b. Quarterly reports shall contain both account and benchmark returns provided by the City's investment consultant, as well as

information that will allow staff to review the portfolio and its performance versus the established benchmark, monitor cash flows, and evaluate the portfolio against other financial indicators and market factors.

The Finance Department will receive our summary monthly and quarterly reports that provide a total portfolio aggregate perspective based on the investment components of the portfolio. This report is often used for City Council meetings or investment committee updates. The report is delivered through our client portal. Please see Addendum Tab B for a sample monthly and quarterly report.

The report includes performance measures of the investment portfolio relative to the benchmark and monitors the size of the portfolio components to tie back to cash flow.

Metric	Previous	Current
Strategy	**03/31/2024**	**06/30/2024**
Effective Duration		
Investment Core	2.22	2.31
Benchmark Duration	2.10	2.10
Total Effective Duration	**1.18**	**1.48**
Total Return (Net of Fees %)*		
Investment Core		0.89
Benchmark Return		0.93
Total Portfolio Performance	**1.09**	**1.10**
**Changes in Market Value include net unrealized and realized gains/ losses.*		
Maturity Total Portfolio		
Average Maturity Total Holdings	**1.28**	**1.59**

Metric	Previous	Current
Book Yield	**03/31/2024**	**06/30/2024**
Ending Book Yield		
Cash Matched Investments	5.18%	5.09%
Investment Core	3.67%	3.93%
Liquidity	5.24%	5.25%
Total Book Yield	**4.40%**	**4.48%**
Values	**03/31/2024**	**06/30/2024**
Market Value + Accrued		
Cash Matched Investments	25,965,934	43,662,575
Investment Core	138,473,613	143,848,733
Liquidity	96,062,040	68,935,233
Total MV + Accrued	**260,501,587**	**256,446,542**
Net Unrealized Gain/Loss		
Total Net Unrealized Gain/Loss	**(2,100,875)**	**(1,853,640)**

c. Quarterly reports will be made available to City staff approximately 45 calendar days after quarter-end.

The quarter end reports will be completed within 45 calendar days after quarter-end.

6. Act as a General Resource

a. Serve as a general resource on investment matters by providing market information, investment analysis, and updates on relevant market activity that might impact the City's Investment Program.

GPA advisors have a depth of knowledge in multiple facets surrounding the City’s investment program. We will be available as a resource to provide market analysis and updates on market activity that may impact the City’s Investment Program.

b. Attend the Governing Body or Committee meetings as needed (at least annually).

The City's lead advisor will attend the Government Body or Committee meetings as needed and attend at least annually.

c. Provide formal training on investment topics to staff or the Governing Body as requested.

GPA strongly believes in empowering our clients with education on all facets of the fixed-income markets. We can meet on-site or remotely to provide educational sessions for staff, oversight committee members and Governing Body. GPA will customize training to ensure that City finance staff and fiduciaries have access to the financial fundamentals needed to carry out responsibilities confidently.

7. Registration

a. Firms must be registered investment advisors under the Investment Advisors Act of 1940. Proof of current registration must be provided with proposal.

GPA is an independent SEC registered investment advisor under the Investment Advisers Act of 1940. Our primary business is providing investment management services to public funds. CRD Number 170384 - RIA #801-79184. GPAs form ADV Part 2A and Part 2B are included in Attachment Tab A. For specific senior advisor's licensing details, you may visit the SEC's website: https://adviserinfo.sec.gov/

GPA is a New Mexico Registered Business - Registration Number 03285234007-GRT

Additionally, all GPA advisors and portfolio managers hold their registered investment advisory licenses 65 or 66 with FINRA.

I. SPECIFICATIONS -B. Technical Specifications

1. Investment Process

Offeror will provide the following information as it relates to their Investment Process:

a. Comment on your "investment philosophy" and process for analyzing the City's investment fund structure. How active is your management approach towards this portfolio?

Description of GPA's investment philosophy:
Our investment philosophy identifies a separation of liquidity versus core funds with a focus on core investment management. The investment fund is managed based on a pre-determined portfolio duration range. The choice of this duration is best done by analyzing the duration of various U.S. treasury benchmarks that measure how various sectors of the U.S. Treasury market perform over several business cycles. We will assist in making this determination in a consultative

process that will identify the risk/reward characteristics of each benchmark. Once the appropriate benchmark is chosen, we will advise the City on how to manage the portfolio against this selected benchmark.

We consider this approach active in that our eyes are on it at all times.

Our strategy for each is described below:

- **Duration Strategy:** Once an appropriate market benchmark is determined, we will make all future recommendations based on the current duration of the portfolio relative to the benchmark duration. This process provides a concise, well-communicated strategy in various interest rate scenarios. We utilize historical yield data to help determine the duration variance of the portfolio relative to the benchmark. Limits will be established at the outset, to ensure that the portfolio does not deviate dramatically from the established balance of risk and return.

- **Yield Curve Positioning:** After we determine the duration target, we will evaluate the yield curve and recommend the City the most appropriate maturity sectors to invest in based on the existing shape of the curve as well as future expectations of the curve. Consideration will also be given to the current maturities already invested in the portfolio.

- **Asset Class Selection:** Asset classes will be determined by examining the risk and reward characteristics of each class. State of New Mexico law and your investment policy will determine what asset classes are allowed. As an advisor, we will recommend asset classes in a diversified manner that will optimize returns within the constraints of safety and liquidity. Our strategies to achieve this objective will include an analysis of your existing portfolio holdings versus securities that are available in the marketplace. We analyze the existing spread relationship of each portfolio security to the historical relationship of available securities and our expectations of future spread relationships. Our objective is to manage the portfolio to maintain a diversified holding of securities that provides superior performance relative to the market over a long investment horizon.

Our active application of the strategy is described below:

- **Determination of the Market Benchmark:**
  This process would involve a team approach involving the Finance Director and GPA to assemble several scenarios of various benchmarks for the team to evaluate and assess. This process is critical to the success of the strategy to ensure that the goal is clearly communicated and established by the City. The scenarios would be presented on a risk and return basis. Many standards already exist in the marketplace. Many entities utilize the ICE 0–3 Year US Treasury or the ICE 0–5 Year US Treasury benchmark. Given the maturity constraints of the City's current investment policy we would likely recommend using the 0-3 Year benchmark, which has a 1.40 year duration, or evaluate extending the maximum allowable maturity to 5 years to enable to City to utilize a 0–5 year benchmark which has a 2.15-year duration.

- **Establishment of a Target Duration Range Relative to the benchmark and historical rates:**

GPA implements a discipline of incorporating historical rates into the benchmark management of the portfolio. Value can be added by deviating the portfolio duration from the benchmark, particularly when rates are historically low or when rates are historically high. However, we restrict the minimum and maximum variation to maintain the discipline of earning the market rate of return. GPA will manage the portfolio within the guideline range established through the strategic process.

Tactical Duration Management

0-3 Year US Treasury Benchmark

Tactical Exposure	Duration Target
Short Duration	1.20 Years
Neutral Duration	1.40 Years
Long Duration	1.60 Years

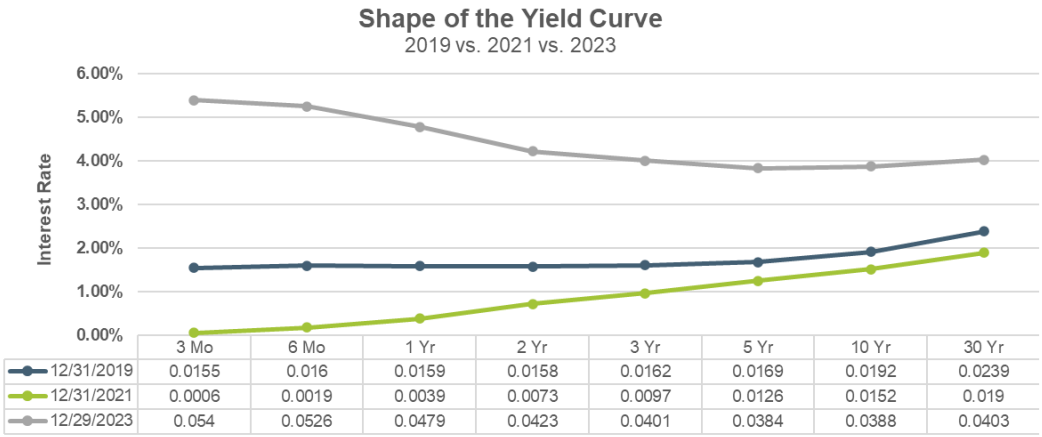
2 Year Treasury Yield	Duration Target Range	
Yield < 2.0%	1.20 Years	1.40 Years
2.0% < Yield < 4.0%	1.30 Years	1.50 Years
Yield > 4.0%	1.40 Years	1.60 years

0-5 Year US Treasury Benchmark

Tactical Exposure	Duration Target
Short Duration	1.90 Years
Neutral Duration	2.15 Years
Long Duration	2.40 Years

2 Year Treasury Yield	Duration Target Range	
Yield < 2.0%	1.90 Years	2.15 Years
2.0% < Yield < 4.0%	2.00 Years	2.30 Years
Yield > 4.0%	2.15 Years	2.40 Years

Yield Curve Analysis:
The utilization of yield curve strategies allows GPA to add incremental value to the portfolio returns. Typically, a public entity portfolio is invested in a laddered manner ensuring that monies are available each month. This is effective for the liquidity component but not necessarily for the investment component. Managing the structure of the portfolio relative to the yield curve is an important tool. GPA may structure the portfolio in a “bullet” position relative to the benchmark when the expectation is for the curve to steepen from current levels. This can be done while maintaining the duration target. Conversely, if the expectation was for the yield curve to flatten then the portfolio would be positioned in a “barbell” position.



	3 Mo	6 Mo	1 Yr	2 Yr	3 Yr	5 Yr	10 Yr	30 Yr
12/31/2019	0.0155	0.016	0.0159	0.0158	0.0162	0.0169	0.0192	0.0239
12/31/2021	0.0006	0.0019	0.0039	0.0073	0.0097	0.0126	0.0152	0.019
12/29/2023	0.054	0.0526	0.0479	0.0423	0.0401	0.0384	0.0388	0.0403

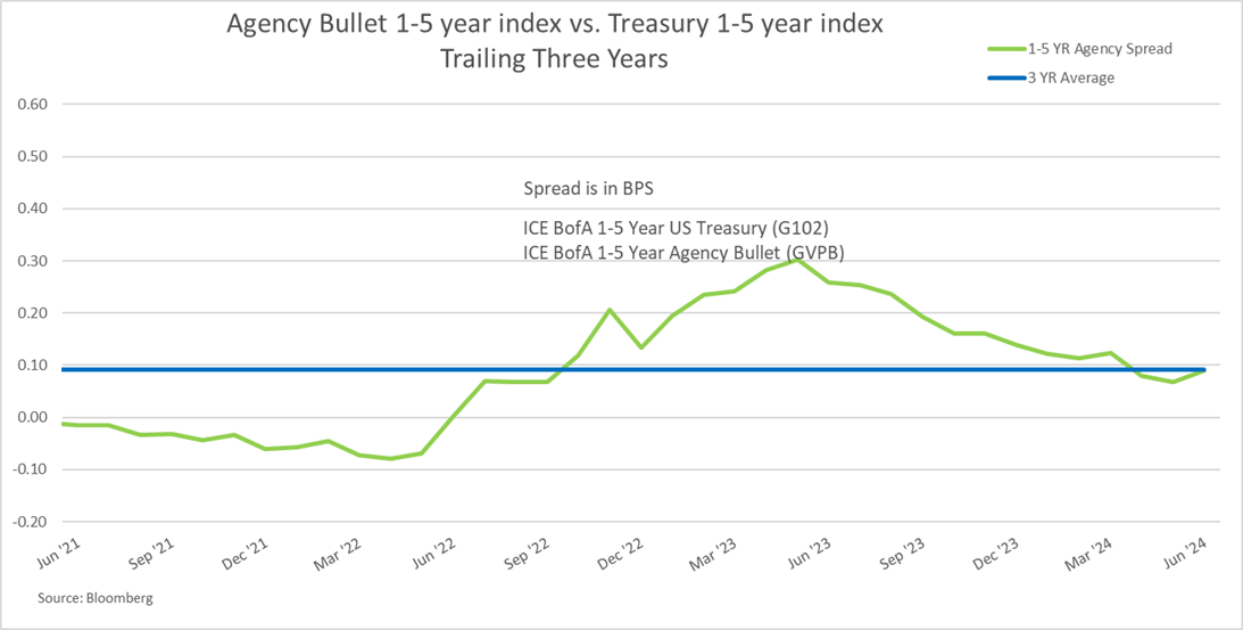
Data Source: US Department of the Treasury

Asset Allocation Analysis:

The City is allowed to invest in several types of issues as well as structures. GPA would monitor the spread or added yield between US Treasury securities, Federal Agency securities and Corporate Securities (if mutual funds are used) and propose the securities with the best value. In addition, GPA would track various structures such as callable securities and utilize those instruments when they can provide added earnings.

GPA maintains a history of spread relationships for all issuers to determine fair value between sectors. The sectors that present value will be over-weighted and the sectors we expect to underperform or do not present positive risk-adjusted value will be underweighted.

Once the duration target and yield curve analysis are complete, we will identify the maturity to buy. Our team will search the inventory positions of all the dealers to evaluate the asset alternatives and then determine the specific issue to purchase.



Data Source: Bloomberg

b. Describe your manager's due diligence/research process.

Over the years, our portfolio managers have developed a network of relationships with a variety of research firms, financial firms, and broker/dealers. This network of contacts assists in keeping us informed and maintaining due diligence around the latest market information and emerging investment technology. This information is always available for the benefit of our clients and is used whenever applicable. For the purposes of internal research, Government Portfolio Advisors uses both historical and current market data along with analytical modeling to evaluate portfolio structures and individual investments in the fixed income securities market. We use real-time market information feeds to generate in-house research for both fundamental and technical analysis. All research conducted by our firm is completed by our portfolio management team. We have extensive training using Bloomberg analytics and have the quantitative skills to develop unique spreadsheet analytics.

c. Describe the capabilities and differentiating features of your firm's fund research database. Explain if the database is proprietary or purchased.

With the ever-changing market, it is critical to actively follow changes in spread relationships, yield levels, and other economic factors that may influence fixed-income strategies. GPA utilizes a disciplined investment strategy that is supported by technical analysis. We utilize research from several systems and sources, including but not limited to Bloomberg, Bianco Research, CreditSights, Standard & Poor's Capital IQ, research from major sell-side firms, and various government data sources. Our resources are purchased to provide data that we then formulate models to support our investment approach.

d. Explain how many analysts are employed by your organization solely for fund manager research and how many analysts are responsible for performance evaluation, performance attribution analysis, fund evaluation, due diligence, etc.

Our professionals each bring diversified expertise to our team. Because our workflow and focus on our services are similar across clients we can leverage everyone's skills allowing our employees to contribute to multiple functions to support our client base. GPA intentionally brings on professionals who add expertise and support in different areas to broaden the depth of our services.

Credit Research and Portfolio Strategist - Five professionals including 3 CFA's serve on our Investment Strategy Committee. This committee is focused on market outlooks and credit research.

Reporting and Accounting – Three professionals are focused on reporting, accounting and client portal functionality.

Portfolio Managers – Two professionals are focused on the day-to-day portfolio and trade execution.

Client Strategy and Policy- Four professionals are focused on the ongoing policy and strategy updates.

e. Explain how you would assist the City's Finance & Investment Committee in meeting their fiduciary responsibilities.

Each step of our process is based on the fiduciary responsibility of GPA and those of the City's Finance and Investment Committee.

In order to uphold your fiduciary responsibilities, the City's Finance and Investment Committee must put the interests of the City above their own, be open, transparent, and forthcoming of information and act in a manner of good faith. We believe our process encompasses practices that help with these duties through building resources to help with accountability.

Summary of GPA's process:

- Provide documented analysis of the "Why" of the investment strategy
- Provide education to the City's Finance and Investment Committee
- Provide transparent reporting that supports the strategy and accountability to the strategy through performance measures.
- Collaborate on decision-making (control remains in the City's hands) which provides confidence to the fiduciaries that and our resources and expertise ensures that the optimal program is being deployed.

2. Service Structure and Accessibility

Offeror will provide the following information as it relates to their Investment Process:

a. Provide a full list of consulting services offered by your firm.

GPA offers the following advisory services to public entities:

Non-Discretionary Investment Advisory Services – For portfolio management
This service provides non-discretionary advice to clients who desire or are statutorily required to maintain full approval of each proposed transaction prior to execution. GPA will offer investment management oversight, investment research, portfolio analysis, portfolio reporting, and portfolio recommendations based upon the specific investment policy and investment objectives of each client. Clients must approve any recommendation before a security is purchased or sold on their behalf. GPA is a national leader, (based on ADV reports), in providing non-discretionary services to local governments.

Discretionary Investment Advisory Services - For portfolio management
This service provides discretionary advice to clients who have given authority to GPA to make investment selections and executions in portfolios based on their investment policies. GPA employs investment management oversight, investment research, portfolio analysis, and portfolio reporting to select specific securities or other investments that are purchased or sold in client accounts.

Consulting Services
GPA offers consulting services to clients. These services may include portfolio review, performance analysis, re-balancing, review and updating of investment policies and guidelines, liquidity projections, and/or risk tolerance analysis.

Assets Under Management
GPA manages client assets in both non-discretionary and discretionary accounts on a continuous and regular basis.

Public Entity Non-Discretionary Assets as of March 31, 2024

Account Type	Clients	Assets Under Management
City	21	$7,301,339,500
County	14	$5,941,108,136
School District	5	$632,428,142
Special District	17	$8,300,572,340
University	2	$380,605,142
Grand Total	**59**	**$22,556,053,259**

Public Entity Assets Under Management as of March 31, 2024

Account Type	Clients	Assets Under Management
Non - Discretionary	59	$22,556,053,259
Discretionary	15	$1,826,340,355
Total AUM	**74**	**$24,382,393,614**
Consulting	5	$20,092,309,125
New Mexico Client AUM	9	$21,030,455,263

New Mexico clients include consultant and advisory clients.

b. Provide the office's location that will serve the City and biographies of the key personnel that will be assigned to the City's account. Identify who would be the City's main representative, who would perform the analytical work on the relationship and who would serve as the back-up investment advisor in situations when the proposed lead investment advisor cannot attend a meeting. Provide the average number of client relationships per advisor.

Government Portfolio Advisors, LLC
6650 SW Redwood Lane, Suite 365
Portland, Oregon 97224
(503) 248-9973
http://www.gpafixedincome.com

Primary Contact:
Deanne Woodring, CFA
President and Senior Advisor
6650 SW Redwood Lane, Suite 365
Portland, Oregon 97224
Phone: (503) 248-9973
Fax: (971) 266-8825
Deanne@gpafixedincome.com

Secondary Back Up Contact:
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Chief Strategy Officer
6650 SW Redwood Lane, Suite 365
Portland, Oregon 97224
Phone: (503) 248-9973
Fax: (971) 266-8825
Mitch@gpafixedincome.com

Analytics and Portfolio Management
Mike Clark, Director of Portfolio Management
Ryan Haidar, Portfolio Manager

Average number of Accounts: 20

c. Provide information about the support professionals who would be responsible for this account. Explain how the team dedicated to our account would function. Indicate any special endowment management expertise. List any senior staff departures in the past two (2) years and explain the reason for the departure.

Experience and Longevity of the City of Santa Fe – GPA Advisory Team



Deanne Woodring, CFA®
Principal GPA
President & Chief Compliance Officer, Senior Advisor

Role with City: Deanne will serve as the lead advisor. She will work on policy reviews and strategy direction and be a resource to the City for all investment-related requirements.

Background: Ms. Woodring is a co-founder and partner of Government Portfolio Advisors and serves as President and Senior Advisor. She is responsible for advising clients on all aspects of the portfolio management process, overseeing the company, client relations, and the strategic direction for investment holdings. Ms. Woodring works with clients to develop best practice procedures, increase accountability, and create transparent strategies. She has worked with New Mexico clients her entire career. She has been consulting to the New Mexico State Treasurer's office since 2008.

Before co-founding GPA, she was a Managing Director for Davidson Fixed Income Management ("DFIM") from 2002 until 2014 and served as Institutional Sales at Piper Jaffray from 1986 to 2002. Ms. Woodring is a pioneer in implementing benchmark strategies into public entity investment programs, to incorporate into investment strategies, risk analysis, and performance tracking.

Credentials: Ms. Woodring graduated from the University of Oregon with a Bachelor of Science degree in Finance. She earned a Master of Business degree from the University of Washington. She holds the designation of Chartered Financial Analyst (CFA-1989) through the CFA Institute and is a member of the Portland Society of Security Analysts. She holds FINRA advisory licenses series 63 and 65 with GPA. She has additional FINRA broker/dealer licenses that are currently inactive: 3, 7 and 24.



Dave Westcott, CFA®
Principal GPA
Chief Executive Officer & Chief Investment Officer, Senior Advisor

Role with City: Dave will serve as chief investment officer, overseeing the implementation of the investment strategy.

Background: Mr. Westcott is a co-founder and partner of Government Portfolio Advisors and serves as the Chief Executive Officer and Chief Investment Officer. Mr. Westcott has over forty-five years of experience advising public entity institutional clients who invest in high-quality fixed-income portfolios. Mr. Westcott is responsible for overseeing the portfolio strategies for GPA Clients. This includes duration targets, portfolio risk management, and credit analysis.

Before co-founding GPA, Mr. Westcott was a Managing Director for Davidson Fixed Income Management from 2002 until 2014. While at DFIM he was part of the Portland team that managed over $5 billion in total assets. Mr. Westcott was one of the industry's early advocates of applying fixed-income portfolio benchmarks and total return analysis to public fund general fund management. Benchmarking for public entity general funds has become a widespread vehicle to help manage risk/returns, increase accountability, and heighten communication for fiduciary oversight.

Credentials: Mr. Westcott received his Bachelor of Arts in Business Administration from Lewis and Clark College. He holds the designation of Chartered Financial Analyst (CFA–1989) through the CFA Institute and is a member of the Portland Society of Security Analysts. He also holds FINRA advisory licenses series 63 and 65 with GPA. He has additional FINRA broker/dealer licenses that are currently inactive: 3, 7, and 8.



Mitch Henke
Principal GPA
Chief Operating & Strategy Officer, Senior Advisor

Role with City: Mitch will support the city with cash flow analysis and ongoing strategic structure.

Background: Mr. Henke is a partner of Government Portfolio Advisors. As Chief Operating and Strategy Officer, he is responsible for overseeing the operations of GPA. He has served as a Registered Investment Advisor since 2011, both in the US and Internationally, and has advised public and private clients during his tenure. Mr. Henke specializes in cash flow analysis, and strategic asset allocation, as well as training and supervising Investment Advisors.

Mr. Henke joined Government Portfolio Advisors in 2024 after spending 14 years working for Fisher Investments. In 2014 he relocated to London to help Fisher Investments launch and manage their European Investment Advisor team, and in 2016 was promoted to Vice President responsible for leading Fisher's entire European Private Client group. Upon the completion of his visa, Mr. Henke moved to Portland and was tasked with overseeing the design and implementation of Fisher's International strategic growth initiatives.

Credentials: Mr. Henke graduated Magna Cum Laude from Santa Clara University in 2008 with a Bachelor of Science in Finance. He was a four-year letterwinner for the Santa Clara Basketball team, was recognized as a three-time West Coast Conference All-Academic team and was the winner of the 2008 West Coast Conference Post-Graduate Scholarship. He holds his series 65 FINRA license with GPA. He has been an Investment Advisory Representative since 2011 and held a Level 4 CF30 license with the UK Financial Conduct Authority from 2014-2019.



Mike Clark
Principal GPA
Director of Portfolio Management & Operations, Senior Advisor

Role with City: Mike is responsible for implementing the City's portfolio strategies and managing electronic trading platforms and transactional execution processes.

Background: Mr. Clark entered the municipal bond market in 1993 and has extensive experience in both the primary and secondary fixed-income markets. He joined Government Portfolio Advisors in 2015 as a Senior Portfolio Advisor and trader and is partner. Mike is responsible for executing fixed-income portfolio strategies, managing electronic trading platforms, broker-dealer relationships, and transactional execution processes.

Before joining GPA, Mr. Clark served as Vice President Fixed Income Municipal Bond Trader and Underwriter for Wedbush Securities in Portland, Oregon. He was responsible for the secondary trading of five western states, with a primary focus on Oregon and Washington. While at Wedbush Securities, Mr. Clark was the lead underwriter for the Local Oregon Capital Assets Program (LOCAP) and the Special Districts Association of Oregon (SDAO) pooled financing programs. Prior to Wedbush Mr. Clark served as a secondary market municipal bond trader for ten years at Seattle-Northwest Securities in Portland, Oregon.

Credentials: Mr. Clark received his Bachelor of Science degree in Business Administration from Oregon State University. He holds FINRA advisory licenses series 63 and 65 with GPA. He has additional FINRA broker/dealer licenses that are currently inactive: 7 and 53.



Ryan Haidar, CFA®
Portfolio Manager, Associate Advisor

Role with City: Ryan is responsible for the City's Portfolio management, analytics, and market research.

Background: Mr. Haidar serves as a Portfolio Manager for Government Portfolio Advisors and is an Associate Advisor. His primary duties include sourcing and valuing investments, evaluating investment suitability, consulting on investment strategies, trading, and making investment recommendations. In

addition, Mr. Haidar conducts and prepares economic research, oversees the reporting of client portfolios, completes portfolio analysis, and monitors the investment performance and member composition of GPA's composites.

Credentials: Mr. Haider joined GPA in 2017 and holds Bachelor of Science Degrees from Portland State University in Business Administration, Finance, and General Sciences with coursework focused on environmental science and mathematics. Mr. Haidar is a CFA Charterholder. He holds a FINRA advisory license series 65 with GPA.



Whitney Maher
Client Service Manager, Associate Advisor

Role with City: Whitney is responsible for ongoing client service for the City, investment policy review, and strategic recommendations.

Background: Ms. Maher serves as Government Portfolio Advisor's Client Service Manager. She has overall responsibility for managing new and existing client relationships and providing portfolio advisor support for GPA. She works closely with the Senior Advisors of GPA on client presentations, performance analytics, compliance regulatory requirements, and researching and responding to client needs. Whitney joined the fixed income team that became Government Portfolio Advisors after completing her Bachelor of Arts degree from Portland State University in Foreign Languages in 2005.

Before joining Government Portfolio Advisors in 2014, she served as Senior Registered Institutional Client Associate at Davidson Fixed Income Management in Portland, Oregon. At DFIM she assisted the fixed-income team with portfolio reporting, portfolio strategy overview, accounting, and client correspondence.

Credentials: Ms. Maher graduated with a Bachelor of Arts in Foreign Languages from Portland State University. She holds a FINRA advisory license series 66 with GPA and has a FINRA broker/dealer license Series 7, which is currently inactive. She has been an Investment Advisory Representative since 2010. In May of 2016, Ms. Maher completed the Investment Foundations Certificate by the CFA Institute.



Amphaphone (Amp) Mar
Client Services Analyst

Role with City: Amp is responsible for ongoing client service for the City and any reporting needs.

Background: Ms. Mar serves as Government Portfolio Advisor's Client Services Analyst. She has overall responsibility for managing new and existing client relationships and oversight of reporting. She works closely with the Advisors of GPA on client presentations, performance analytics, compliance regulatory requirements, and responding to client needs.

Before joining Government Portfolio Advisors in 2024, Amp spent 7 years at Jensen Investment Management, where she led the client services efforts for institutional clients of the firm. She started her career working with private clients and retirement plans at Northwest Capital Management in 2007.

Credentials: Ms. Mar graduated from Willamette University with a Bachelor of Arts in Psychology. She earned a Master of Business Administration from George Fox University.



Grace Olsen
Investment & Operations Analyst

Role with City: Grace is responsible for trade confirmations, trade settlements and reporting.

Background: Ms. Olsen is an investment and operations analyst for Government Portfolio Advisors. Her duties include operational support for new and existing clients, trade confirmations and reporting.

Credentials: Ms. Olsen graduated from the University of Washington with a Bachelor of Science in mathematics with minors in chemistry and French. Throughout her education, her extensive experience in the customer service industry ingrained in her the habits of listening and meeting customer needs. Her experience as a tutor in mathematics and chemistry, and experience as a French translator, honed her ability to communicate complicated concepts in clear and concise ways to empower people for success.

Team Function:
GPA manages client portfolios with a team-based approach in which Senior Advisors work with Portfolio Managers and Associate Advisors on portfolio structure, strategy, and investment policy. We do not hire separate analysts. Our team's depth of experience enables us to establish the strategic portfolio structure for each client and managing each client's portfolio. This experience is invaluable when developing investment strategies to meet expectations and maximize earnings in varying interest rate environments. We utilize state-of-the-art technical analytics, which includes Bloomberg portfolio modeling, scenario analysis, CreditSights, and Clearwater Analytics. Our team meets daily to review market opportunities, client portfolio positioning, upcoming maturities, and client investment additions. A team member will always be available to address the City's needs.

Team Availability for Duration of the Contract

GPA's advisors are committed to being available throughout the life of the contract.

Lead Advisor – Deanne Woodring
Associate Advisor- Whitney Maher
Portfolio Manager – Ryan Haidar
Operations Analyst- Grace Olsen

Senior Staff Departure
In December 2023, the CIO left the firm to pursue other interests.

d. Explain your quality standard for returning telephone calls or emails.

GPA advisors will always be available for questions from our clients. Our team approach ensures that GPA is accessible 24/7. If the Finance Director has an interest budgeting question, we are there. If the Finance Director needs an update

on the market, we are there. If City staff have a question on a sales report or interest earnings report, we are there. We are always available by phone, through virtual meetings, or in your offices if requested.

Our policy is to have an acknowledgement of an inquiry within 10 hours, and we provide a timeline of when information will be available.

e. Describe who will be responsible for employee education regarding their investment options and associated risks and how that will be accomplished.

Deanne Woodring, the lead advisor will be responsible for employee education regarding the investment strategy, investment options and reviewing associated risk.

3. Strength and Stability of the Firm

Offeror will provide the following information as it relates to their Investment Process:

a. Provide the full name of your organization, address, telephone and facsimile number, firm website, mailing address of your main office, and the name and RIA certification # of the team member who holds an active license.

Government Portfolio Advisors, LLC
6650 SW Redwood Lane, Suite 365
Portland, Oregon 97224
Phone: (503) 248-9973
Fax: (971) 266-8825
http://www.gpafixedincome.com

Firm Registration Numbers:
CRD #170384
TIN #464088179

Primary Contact:
Deanne Woodring, CFA®
President and Senior Advisor
6650 SW Redwood Lane, Suite 365
Portland, Oregon 97224
Phone: (503) 248-9973
Fax: (971) 266-8825
Deanne@gpafixedincome.com
FINRA advisory licenses series 63 and 65

b. Include an organizational overview, including a description of the firm's corporate structure, ownership details, and year of founding in the present form, as well as the legal form of the organization, the parent company (if applicable), and any affiliated companies. Please note if any change to the firm's corporate structure is anticipated.

Government Portfolio Advisors (“GPA”) was founded on February 4, 2014, as an independent firm dedicated to serving the investment programs of public entities throughout the country. Nearly 100% of our business is working with municipalities such as the City of Santa Fe. GPA is a Registered Investment Advisory firm regulated by the SEC under the Investment Advisers Act of 1940. The firm is organized as a Limited Liability Corporation founded in Oregon and it is Certified as a Women Owned firm. GPA also has adopted the CFA Institute Asset Manager Code of Professional Conduct, which is our pledge to ethical behavior, fiduciary responsibility, and professional conduct.

Our experience is in working with clients that seek superior investment management services with a goal of improving earnings in an efficient and cost-effective manner. Our company is intentionally structured to give us a distinct advantage to meet those objectives.

Ownership Structure/ Business Affiliations:
Government Portfolio Advisors, LLC
Founded: February 4, 2014
Founders are Registered Advisors since 1995
Limited Liability Corporation
No other business affiliations

There is no anticipation of corporate structure changes.

c. Indicate the years your firm has been performing investment services similar to those you seek to provide to the City.

Government Portfolio Advisors was founded on February 4, 2014, as a firm dedicated to serving the investment programs of public entities throughout the country. Over the last 10 years, the firm has grown from $1.8 Billion in Assets Under Management in 2014 to over $24 Billion in Assets Under Management as of March 31, 2024. GPA provides advisory services to 24 city clients with a total of $7.8 billion in assets as of March 31, 2024. GPA is aligning the company for continued growth and is expanding top management and ownership to incorporate and support the internal growth of employees and clients.

GPA professionals have been providing advisory services in New Mexico since 2008, with their prior firm. These clients include: New Mexico State Treasurers office and New Mexico Finance Authority.

d. Describe your client base, including the types of clients served, the number of non-profits for which your organization currently provides services, the length of time of services, and the range of asset values among your non-profit clients.

Nearly 100% of GPA's client base are municipalities such as the City of Santa Fe with less then 1% of our other assets comprised of high-net-worth individuals.

The firm's approach combines a highly disciplined investment process with a collaborative approach focused on satisfying our clients' objectives of safety, liquidity, and return. All of GPA resources are dedicated to public fund investors. We currently do not have any non-profit clients and portfolios are designed holistically to include liquidity and core investment portfolios.

Our role is to enhance strategic investment planning and cash flow management while transacting purchases and sales to effectively balance investment risk and return objectives. Please see the tenure of our client relationships below. Please note that certain clients' contracts were transferred to GPA at its inception from the prior firm, Davidson Fixed Income Management, and therefore have a tenure of more than 10 years.

Types of Clients:

Client Types by AUM

Account Type	Clients	Assets Under Management	Average Client AUM	Smallest Client AUM	Largest Client AUM
City	24	7,822,438,269	325,934,928	20,269,844	3,609,328,557
County	14	5,883,108,136	420,222,010	29,459,949	1,789,758,557
HNW	6	84,396,516	14,066,086	321,083	61,281,094
School District	6	1,308,993,850	218,165,642	28,311,257	676,565,707
Special District	22	8,951,962,116	406,907,369	14,673,166	5,168,419,026
University	2	380,605,142	190,302,571	124,207,265	256,397,877
Total	**74**	**24,431,504,029**	**1,575,598,605**		
Data as of 3/31/2024					

Tenure of Client Relationships

Account Type	Clients	Assets Under Management	Average Client Contract Tenure	Longest Client Contract Tenure
City	24	7,822,438,269.02	7.94	16.59
County	14	5,883,108,135.64	4.68	15.84
HNW	6	84,396,516.49	3.76	8.42
School District	6	1,308,993,849.55	7.16	12.59
Special District	22	8,951,962,115.95	7.55	20.57
University	2	380,605,141.90	7.01	13.84
Total	**74**	**24,431,504,028.55**		
Data as of 3/31/2024				

New Mexico Experience:

Our extensive experience in New Mexico includes a concise understanding of New Mexico Statutes developed through our work with the various cities, counties, school districts and the State Treasurer's Office. We have an active association with the New Mexico Government Finance Officers Association (NMGFOA), the New Mexico County Treasurers and the New Mexico Municipal League. Our advisory services in New Mexico include investment policy development and maintenance, investment strategy development, cash flow management, trade

execution, monitoring of settlements, reporting, and educational forums. As of March 31, 2024 GPA provides investment advisory and consultant services to 9 New Mexico public entity clients with AUM of more than $21.03 billion.

New Mexico Public Fund Account

City – 2
City of Albuquerque
City of Rio Rancho

County – 2
Los Alamos County
Bernalillo County
Sandoval County

State - 2
New Mexico Treasurers Office
New Mexico Finance Authority

Special District - 1
Middle Rio Grande Conservancy District

School Districts & Higher Education - 1
Albuquerque Public Schools

e. Disclose any and all conflicts of interest your organization has in serving as the City's investment advisor. Disclose whether your firm has any financial or other affiliation with other brokerage firms, banks, insurance companies, investment banking firms, or money management firms. If such affiliations exist, explain how your firm protect against conflict of interest.

GPA as an organization and the individual advisor do not have any relationships or conflict of interests with the City. We do work with NMFA and NMSTO but consider this a benefit and will always disclose if there is any combined interest between parties.

GPA does not have any affiliations with brokerage firms, banks insurance companies or money management firms.

f. Is the firm willing to disclose, upon client request, the dollar amount and nature of all material beneficial relationships that the firm, or any affiliate of the firm, engages in with investment manager clients? If not, please explain.

Since the inception of the firm, GPA has not engaged in soft dollar relationships. The firm is willing to disclose dollar amounts and the nature of beneficial relationships of the firm.

g. Describe any material litigation, regulatory, or legal proceedings in which your firm or any of the principals have been involved over the past five years. Specifically, highlight this information on the City's account for the consultant(s).

GPA and its employees have not had any civil or criminal litigation, regulatory, or legal proceedings in which the firm or any of the principals are or have been involved in the past five years, or since the inception of our firm.

GPA does not have any outstanding SEC regulatory censure or litigation. Please see Addendum Tab A for our ADV Part 2A and 2B.

h. Describe the levels of insurance coverage, including the amounts of errors and omission insurance and any other fiduciary professional liability insurance your firm currently has in force. Provide copies of all the appropriate state and/or national licenses required to act as an investment manager as appendices.

GPA Professional Insurance		
Professional Errors and Omissions	Markel	$5,000,000
General Liability	Continental Casualty	$2,000,000/$4,000,000 Agg
Automobile Liability	Continental Casualty	$1,000,000
Umbrella	Continental Casualty	$10,000,000
Workers Compensation	Continental Casualty	$1,000,000
Cyber Liability	Hiscox Insurance	$2,000,000

Please see Addendum Tab A for our ADV that indicates each Advisors FINRA registration. Please see Addendum Tab C, for our business license for the state of New Mexico.

i. Explain what you believe sets your firm's services apart from the competition and allows your firm to generate superior performance and service levels?

Three significant contributors set our firm apart from the competition: 1) Experience 2) Service Model and 3) Our Mission.

1) GPA's experience offers six areas of significant value to the City:

1. **Market-leading Non-Discretionary Investment Advisory Services:** we founded GPA to serve the needs of cities, counties, and other public entities. We believed that the non-discretionary model is important for two reasons: 1) The fiduciary responsibility must stay in the hands of our clients and this model ensures that our clients are always informed of actions made 2) Our clients become more empowered and informed of the investment process. We believe that to be good stewards of public funds, we must partner with our clients to ensure each transaction advances portfolios to achieve our clients' objectives of safety, liquidity, and return. Our firm's processes and procedures have been thoughtfully designed to empower non-discretionary success for our clients. GPA advises 56 public entities in a non-discretionary capacity with over $24 Billion in Assets Under Management – approximately 25% more than our closest competitor.
2. **Investment policy and procedure development updates:** Over the past 20 years, our team has worked with public funds in writing and updating

investment policies. We also have supported the incorporation of procedure development to improve communication, strategies, and operational programs.

3. **Benchmarking strategies:** We have developed and implemented portfolio benchmark techniques as the base of our advisory service which has provided value to public funds of all sizes. We assist clients in the development of internal benchmarks that match the goals and objectives of each specific fund.
4. **Broker/Dealer experience:** Our relationships with the top-tier broker/dealers are valuable to our clients. GPA's competitive pricing platform is an important advantage we have among our peers. We make a significant effort in finding the lowest price offering in the market for each and every new investment purchase. This competitive trading platform provides tremendous value to our clients. First, getting a lower cost results in a higher yield or earnings. Second, our transparency in competitive pricing documentation for all trades ensures due diligence is being met.
5. **Education and development:** The team has played an instrumental role in providing educational platforms in many capacities to public funds. We welcome the opportunity to provide an educational session to staff, finance committee, and Council members who are interested in learning more about the markets and strategies for the City's investment program.
6. **Performance track record: GPA** was a leader in developing the use of the 0-3 year and 0–5-year portfolio management benchmarks. Traditional asset managers used the 1-3/1-5 targets and there is a disconnect for local governments as they are forced to sell when holdings drop below 1 year. We are proud to have one of the longest track records of performance in this sector going back 20 years.

2) Service Model that generates superior performance without sacrificing safety:

It is important to identify that when you hire GPA, you are hiring the direct services of our investment strategy practitioners as an extension of the City's staff. Many investment companies are focused on capturing market share and the only way that this is possible is to segregate the trading and strategy teams (practitioners) from relationship management. At GPA, we are focused on adding value to our clients through our direct line of communication with the practitioners that are actively investing daily and identifying value in the market place. The City's portfolio will always be part of our daily review as we continually hone strategies to add value to the portfolio. We are seeking to build our business on quality not quantity and will provide direct access to our professionals. That is why our team approach is so successful.

Since our founding over ten years ago, GPA has been solely focused on helping public entities build and refine their investment programs. We view ourselves as an extension of our client's staff and are always ready to help alleviate their pain points. This ability to be true partners with our clients is the key to our success. We believe our comprehensive approach provides a long and prosperous partnership that will benefit the City. The scope of service the city has provided in this RFP is what we do daily, and we believe we are a wonderful fit to be the partner the City is looking for.

3) Primary Mission of Business:

GPA's mission is to deliver proactive and thoughtful investment management and investment program practices to public entities, which become the foundation of financial sustainability, transparency, and accountability. Our value as investment advisors is rooted in our focus on helping our clients establish a holistic strategy to manage their cash and investments to create the ultimate benefit for their organization and constituents.

At GPA, we develop trusted and enduring relationships with our clients to support them in performing their jobs at an elevated level. We offer each client access to a diverse team of experienced professionals with proven proficiency in the management of public funds. Our goal is to work as an extension of our client's finance team. Together, we create a collaborative relationship between our clients and ourselves to manage ever-changing cash flows while optimizing investment returns. GPA is committed to providing the resources necessary to make fiduciary decisions confidently and transparently.

j. Describe your firm's experience and capability for providing education to City staff and investment committee members.

GPA strongly believes in empowering our clients with education on all facets of the fixed-income markets. We can meet on-site or remotely to provide educational sessions for staff and oversight committee members. GPA will customize training to ensure that City finance staff and fiduciaries have access to the financial fundamentals needed to carry out responsibilities confidently. We are highly experienced and capable to provide education to City staff and the investment committee.

Specific training options include:

1. Onsite or remote training sessions, which can be designed for 2-hour sessions.
2. GPA will invite City staff to national educational forums – GFOA and GIOA.
3. GPA can share our presentations at various local associations and provide a remote seminar.
4. GPA lead advisors will provide updates when attending national association meetings on information that may be of interest to the City's finance team.

GPA's investment professionals have a long history of commitment to education and partner with several associations dedicated to educating government investment managers, including the Government Finance Officers Association (GFOA) and the Government Investment Officers Association (GIOA). In addition, GPA professionals are active members of the CFA Institute which provides ongoing updates to professional asset management skills and tools.

4. Performance Reporting

Offeror will provide the following information as it relates to their Investment Process:

a. Comment on your process for providing performance measurement reports.

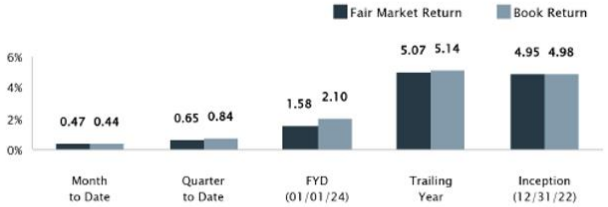
GPA's comprehensive monthly report includes a summary of the total portfolio, detailed investment analytics and performance reports for each portfolio component. The report includes holdings, transactions, interest received, and unrealized gains/losses/amortization. This detailed report will provide a total aggregate view and an individual portfolio report that includes the performance and benchmark data. Please see Addendum Tab B for sample monthly reporting.

Accrued Book Return

	Month to Date	Fiscal Year to Date (01/01/2024)
Amortization/Accretion	126,504.05	754,671.45
Interest Earned	1,767,831.80	7,507,542.51
Realized Gain (Loss)	0.00	0.00
Book Income	1,894,335.85	8,262,213.96
Average Portfolio Balance	438,656,621.05	391,570,334.08
Book Return for Period	0.44%	2.10%

Return Comparisons

Periodic for performance less than one year. Annualized for performance greater than one year.



Fair Market Return

	Month to Date	Fiscal Year to Date (01/01/2024)
Market Value Change	140,744.54	(2,045,663.71)
Amortization/Accretion	126,504.05	754,671.45
Interest Earned	1,767,831.80	7,507,542.51
Fair Market Earned Income	1,908,576.33	5,461,878.80
Average Portfolio Balance	438,656,621.05	391,570,334.08
Fair Market Return for Period	0.47%	1.58%

Interest Income

	Month to Date	Fiscal Year to Date (01/01/2024)
Beginning Accrued Interest	2,418,658.74	2,500,178.88
Coupons Paid	1,695,497.32	8,120,399.19
Purchased Accrued Interest	112,673.61	272,594.63
Sold Accrued Interest	0.00	0.00
Ending Accrued Interest	2,603,666.83	2,603,666.83
Interest Earned	1,767,831.80	7,507,542.51

Performance calculations and measures: GPA will provide reporting to the City to measure results on both "Fair Market Value" (total return) and "Book Value," which will allow you to clearly articulate the impact of a changing rate environment on portfolio performance.

Fair Market Value Measurement (total return): The incorporation of fair market value reporting ensures that portfolios are performing in a manner that is consistent with interest rate changes. Fair Market Value reporting is particularly important in today's interest rate environment.

Book Value Measurement: The incorporation of book value measurement is important because it allows us to estimate the expected earnings on the portfolio when securities are held to maturity.

b. Provide information on how frequently you plan to provide investment performance, when the reports will be available (after each month/quarter), and if the City can access performance reporting on a secure website.

GPA has a comprehensive quarterly report that will be presented quarterly and delivered within 20 days of quarter end. We incorporate a market and strategic

commentary approach into our report to align with the policy and strategy. This provides consistency to the investment portfolio reporting and performance.

The report will include an overview of current economic and market conditions impacting the portfolio and portfolio decisions, a summary of the investment strategy alignment, information on any variances from the benchmark. A sample Quarterly Report is included in Addendum Tab B.

All reports will be available to the City's finance department on the GPA Client portal.

Below is a snapshot of the performance page.

Performance Returns Net of Fees

Periodic for performance less than one year. Annualized for performance greater than one year.



Period	Month to Date	Quarter to Date	Fiscal Year to Date (07/01/2023)	Trailing Year	Trailing 3 Years	Trailing 5 Years	Since Inception (09/01/2014)
Return (Net of Fees)	0.426%	0.376%	3.796%	3.523%	0.149%	1.057%	1.037%
Return (Gross of Fees)	0.427%	0.379%	3.807%	3.537%	0.164%	1.075%	1.075%
ICE BofA 0-5 Year US Treasury Index	0.373%	0.253%	3.486%	3.054%	0.004%	0.958%	0.962%

Report data as of March 31, 2024

c. Describe the performance measurement software your firm uses. Explain if the software is proprietary, or if your firm utilizes the software of an outside vendor. If your firm uses non-proprietary software, explain if you have the ability to influence changes to the software to customize reports for City needs.

GPA's proprietary client portal has been built through the relationship between GPA and Clearwater, which allows GPA clients to maintain independence in reporting. GPA controls investment entries, custodial bank reconciliation, and standard reporting. Each client will have real-time access to Clearwater systems, allowing staff to customize their needs, access portfolio reports on-demand and improve workflow.



GPA client portal overview:

1) Online access to daily feeds from the custodial bank.
2) Automated daily reconciliation to custodial bank.
3) Streamlined market pricing.
4) Data on the securities held is locked down with reconciliation to the custodial bank and is available after the 3rd business day following the month end.
5) Portfolio analytics that compare portfolio structure to the benchmark.
6) Trade date reporting based on accrual accounting.
7) A fully customized client portal site is available with unlimited users. All users will be able to customize their reports by column header and layout.

The Finance Director will also have the ability to maintain dashboards on the portal so summary reports can be run as needed. These are accessible through the client portal on the computer or mobile devices.

If desired, the portal provides a system that our clients can utilize for accounting and GL interface for additional fees paid directly to Clearwater. This would be an added fee under the contract and will be listed as an addition in the cost proposal. It does not need to be implemented at inception but will be available. Please see Addendum Tab D.

d. Describe how you monitor the style adherence of investment managers. Specifically, the types of reports would you use.

GPA maintains ongoing oversight of portfolio performance by client and by benchmark. This ensures that our clients are aligned to the strategy plans based on the specific objectives for each account.

We generate reports that run performance, duration relative to the benchmark and asset allocation applications.

e. Describe the performance attribution analysis services you could provide.

GPA reporting provides a performance attribution based on asset types. When we review performance, we focus on asset class and duration impacts for each sector.

Asset Class Contribution

	Market Value	Duration	Contribution	Performance
US Agency	113,369,613.99	1.77	0.206%	0.477%
US Treasury	72,552,663.24	2.82	0.142%	0.599%
Corporate	61,253,105.45	1.82	0.099%	0.452%
Municipal	25,264,052.86	2.07	0.051%	0.475%
Total	**272,439,435.53**	**2.09**	**0.498%**	**0.498%**

f. Provide sample copies of portfolio reports that would be provided to the City.

Please see Addendum Tab B for monthly and quarterly reports.

5. Organizational References

The Offeror must provide a list of at least three (3) references from similar projects/programs performed for government clients similar in size to the City within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:
a) Client name;
b) Project description;
c) Project dates (starting and ending);
d) Staff assigned to reference engagement that will be designated for work on the City's account; and
e) Client project manager name, telephone number, and email address.

Reference Questionnaires that have been sent directly to the City. Please see below for a list of references.

Organization providing reference	City of Albuquerque
Contact name and title/position	Chris Daniel
Contact telephone number(s)	(505) 768-3394
Contact email address	cdaniel@cabq.gov
Project description	Fiduciary Investment Advisory Services
Project dates (start and end dates)	9/20/2016 – 9/20/2026
Technical environment for the project you're providing a reference (i.e., Investment Services);	Provide non-discretionary fiduciary investment advisory services.
Organization providing reference	City of Rio Rancho
Contact name and title/position	Carole Jaramillo
Contact telephone number(s)	(505) 896-8761
Contact email address	cjaramillo@rrnm.gov
Project description	Investment Advisory Services
Project dates (start and end dates)	12/27/2023 – 12/27/2025
Technical environment for the project you're providing a reference (i.e., Investment Services);	Provide non-discretionary investment advisory services.
Organization providing reference	Sandoval County
Contact name and title/position	Jennifer Taylor
Contact telephone number(s)	(505) 867-7584
Contact email address	jtaylor@sandovalcountynm.gov
Project description	Investment Advisory Services
Project dates (start and end dates)	6/6/2019 – 6/6/2026
Technical environment for the project you're providing a reference (i.e., Investment Services);	Provide non-discretionary investment advisory services.

6. Financial Stability – (Financial information considered confidential, as defined in Section I.F.9, and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i)

Business Registration

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g., D & B report).

Financial Information:
GPA has been in operation for over 10 years. We are a privately held company therefore we do not have independent audited financials. Our operations are fully funded by the revenues generated from current contracts. Contract terms are between 1 and 10 years and our growth projections and budgets are stable. Please see Addendum Tab E for a

summary of our financial strengths and balance sheet as of December 2022 and December 2023. This information is to remain confidential.

7. Local Preferences (if applicable)

N/A

J. Other Supporting Materials

FORM ADV

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION AND REPORT BY EXEMPT REPORTING ADVISERS

Primary Business Name: GOVERNMENT PORTFOLIO ADVISORS LLC **CRD Number: 170384**

Other-Than-Annual Amendment - All Sections **Rev. 10/2021**

3/8/2024 6:17:46 PM

WARNING: Complete this form truthfully. False statements or omissions may result in denial of your application, revocation of your registration, or criminal prosecution. You must keep this form updated by filing periodic amendments. See Form ADV General Instruction 4.

Item 1 Identifying Information

Responses to this Item tell us who you are, where you are doing business, and how we can contact you. If you are filing an *umbrella registration*, the information in Item 1 should be provided for the *filing adviser* only. General Instruction 5 provides information to assist you with filing an *umbrella registration*.

A. Your full legal name (if you are a sole proprietor, your last, first, and middle names):
GOVERNMENT PORTFOLIO ADVISORS LLC

B. (1) Name under which you primarily conduct your advisory business, if different from Item 1.A.
GOVERNMENT PORTFOLIO ADVISORS LLC

List on Section 1.B. of Schedule D any additional names under which you conduct your advisory business.

(2) If you are using this Form ADV to register more than one investment adviser under an *umbrella registration*, check this box ☐

If you check this box, complete a Schedule R for each relying adviser.

C. If this filing is reporting a change in your legal name (Item 1.A.) or primary business name (Item 1.B.(1)), enter the new name and specify whether the name change is of
☐ your legal name or ☐ your primary business name:

D. (1) If you are registered with the SEC as an investment adviser, your SEC file number: **801-79184**

(2) If you report to the SEC as an *exempt reporting adviser*, your SEC file number:

(3) If you have one or more Central Index Key numbers assigned by the SEC ("CIK Numbers"), all of your CIK numbers:

No Information Filed

E. (1) If you have a number ("*CRD* Number") assigned by the *FINRA's CRD* system or by the IARD system, your *CRD* number:
170384

If your firm does not have a CRD number, skip this Item 1.E. Do not provide the CRD number of one of your officers, employees, or affiliates.

(2) If you have additional *CRD* Numbers, your additional *CRD* numbers:

No Information Filed

F. *Principal Office and Place of Business*

(1) Address (do not use a P.O. Box):

Number and Street 1:		Number and Street 2:	
6650 SW REDWOOD LANE		SUITE 365	
City:	State:	Country:	ZIP+4/Postal Code:
PORTLAND	Oregon	United States	97224

If this address is a private residence, check this box: ☐

List on Section 1.F. of Schedule D any office, other than your principal office and place of business, at which you conduct investment advisory business. If you are applying for registration, or are registered, with one or more state securities authorities, you must list all of your offices in the state or states to which you are applying for registration or with whom you are registered. If you are applying for SEC registration, if you are registered only with the SEC, or if you are reporting to the SEC as an exempt reporting adviser, list the largest twenty-five offices in terms of numbers of employees as of the end of your most recently completed fiscal year.

(2) Days of week that you normally conduct business at your *principal office and place of business:*

◉ Monday - Friday ○ Other:
Normal business hours at this location:
6:00AM - 4:00PM

(3) Telephone number at this location:
503-248-9973

(4) Facsimile number at this location, if any:
971-266-8825

(5) What is the total number of offices, other than your *principal office and place of business*, at which you conduct investment advisory business as of the end of your most recently completed fiscal year?
0

G. Mailing address, if different from your *principal office and place of business* address:

Number and Street 1:		Number and Street 2:	
City:	State:	Country:	ZIP+4/Postal Code:

If this address is a private residence, check this box: ☐

H. If you are a sole proprietor, state your full residence address, if different from your *principal office and place of business* address in Item 1.F.:

Number and Street 1:		Number and Street 2:	
City:	State:	Country:	ZIP+4/Postal Code:

	Yes	No
I. Do you have one or more websites or accounts on publicly available social media platforms (including, but not limited to, Twitter, Facebook and LinkedIn)?	◉	○

If "yes," list all firm website addresses and the address for each of the firm's accounts on publicly available social media platforms on Section 1.I. of Schedule D. If a website address serves as a portal through which to access other information you have published on the web, you may list the portal without listing addresses for all of the other information. You may need to list more than one portal address. Do not provide the addresses of websites or accounts on publicly available social media platforms where you do not control the content. Do not provide the individual electronic mail (e-mail) addresses of employees or the addresses of employee accounts on publicly available social media platforms.

J. Chief Compliance Officer

(1) Provide the name and contact information of your Chief Compliance Officer. If you are an *exempt reporting adviser*, you must provide the contact information for your Chief Compliance Officer, if you have one. If not, you must complete Item 1.K. below.

Name:		Other titles, if any:	
DEANNE WOODRING		PRESIDENT	
Telephone number:		Facsimile number, if any:	
503-248-9973		971-266-8825	
Number and Street 1:		Number and Street 2:	
6650 SW REDWOOD LANE		SUITE 365	
City:	State:	Country:	ZIP+4/Postal Code:
PORTLAND	Oregon	United States	97224

Electronic mail (e-mail) address, if Chief Compliance Officer has one:
DEANNE@GPAFIXEDINCOME.COM

(2) If your Chief Compliance Officer is compensated or employed by any *person* other than you, a *related person* or an investment company registered under the Investment Company Act of 1940 that you advise for providing chief compliance officer services to you, provide the *person's* name and IRS Employer Identification Number (if any):

Name:

IRS Employer Identification Number:

K. Additional Regulatory Contact Person: If a person other than the Chief Compliance Officer is authorized to receive information and respond to questions about this Form ADV, you may provide that information here.

Name:		Titles:	
Telephone number:		Facsimile number, if any:	
Number and Street 1:		Number and Street 2:	
City:	State:	Country:	ZIP+4/Postal Code:

Electronic mail (e-mail) address, if contact person has one:

	Yes	No
L. Do you maintain some or all of the books and records you are required to keep under Section 204 of the Advisers Act, or similar state law, somewhere other than your *principal office and place of business*?	○	◉

If "yes," complete Section 1.L. of Schedule D.

	Yes	No
M. Are you registered with a *foreign financial regulatory authority*?	○	◉

Answer "no" if you are not registered with a foreign financial regulatory authority, even if you have an affiliate that is registered with a foreign financial regulatory authority. If "yes," complete Section 1.M. of Schedule D.

	Yes	No
N. Are you a public reporting company under Sections 12 or 15(d) of the Securities Exchange Act of 1934?	○	◉

	Yes	No
O. Did you have $1 billion or more in assets on the last day of your most recent fiscal year?	○	◉

If yes, what is the approximate amount of your assets:

- ○ $1 billion to less than $10 billion
- ○ $10 billion to less than $50 billion
- ○ $50 billion or more

For purposes of Item 1.O. only, "assets" refers to your total assets, rather than the assets you manage on behalf of clients. Determine your total assets using the total assets shown on the balance sheet for your most recent fiscal year end.

P. Provide your *Legal Entity Identifier* if you have one:

A *legal entity identifier* is a unique number that companies use to identify each other in the financial marketplace. You may not have a *legal entity identifier*.

SECTION 1.B. Other Business Names

No Information Filed

SECTION 1.F. Other Offices

No Information Filed

SECTION 1.I. Website Addresses

List your website addresses, including addresses for accounts on publicly available social media platforms where you control the content (including, but not limited to, Twitter, Facebook and/or LinkedIn). You must complete a separate Schedule D Section 1.I. for each website or account on a publicly available social media platform.

Address of Website/Account on Publicly Available Social Media Platform: HTTP://WWW.GPAFIXEDINCOME.COM

SECTION 1.L. Location of Books and Records

No Information Filed

SECTION 1.M. Registration with Foreign Financial Regulatory Authorities

No Information Filed

Item 2 SEC Registration/Reporting

Responses to this Item help us (and you) determine whether you are eligible to register with the SEC. Complete this Item 2.A. only if you are applying for SEC registration or submitting an *annual updating amendment* to your SEC registration. If you are filing an *umbrella registration*, the information in Item 2 should be provided for the *filing adviser* only.

A. To register (or remain registered) with the SEC, you must check **at least one** of the Items 2.A.(1) through 2.A.(12), below. If you are submitting an *annual updating amendment* to your SEC registration and you are no longer eligible to register with the SEC, check Item 2.A.(13). Part 1A Instruction 2 provides information to help you determine whether you may affirmatively respond to each of these items.

You (the adviser):

☑ (1) are a **large advisory firm** that either:

(a) has regulatory assets under management of $100 million (in U.S. dollars) or more; or

(b) has regulatory assets under management of $90 million (in U.S. dollars) or more at the time of filing its most recent *annual updating amendment* and is registered with the SEC;

☐ (2) are a **mid-sized advisory firm** that has regulatory assets under management of $25 million (in U.S. dollars) or more but less than $100 million (in U.S. dollars) and you are either:

(a) not required to be registered as an adviser with the *state securities authority* of the state where you maintain your *principal office and place of business*; or

(b) not subject to examination by the *state securities authority* of the state where you maintain your *principal office and place of business*;

*Click **HERE** for a list of states in which an investment adviser, if registered, would not be subject to examination by the state securities authority.*

(3) Reserved

☐ (4) have your *principal office and place of business* **outside the United States**;

☐ (5) are **an investment adviser (or subadviser) to an investment company** registered under the Investment Company Act of 1940;

☐ (6) are **an investment adviser to a company which has elected to be a business development company** pursuant to section 54 of the Investment Company Act of 1940 and has not withdrawn the election, and you have at least $25 million of regulatory assets under management;

☐ (7) are a **pension consultant** with respect to assets of plans having an aggregate value of at least $200,000,000 that qualifies for the exemption in rule 203A-2(a);

☐ (8) are a **related adviser** under rule 203A-2(b) that *controls*, is *controlled* by, or is under common *control* with, an investment adviser that is registered with the SEC, and your *principal office and place of business* is the same as the registered adviser;

If you check this box, complete Section 2.A.(8) of Schedule D.

☐ (9) are an **adviser** relying on rule 203A-2(c) because you **expect to be eligible for SEC registration within 120 days;**

If you check this box, complete Section 2.A.(9) of Schedule D.

☐ (10) are a **multi-state adviser** that is required to register in 15 or more states and is relying on rule 203A-2(d);

If you check this box, complete Section 2.A.(10) of Schedule D.

☐ (11) are an **Internet adviser** relying on rule 203A-2(e);

☐ (12) have **received an SEC order** exempting you from the prohibition against registration with the SEC;

If you check this box, complete Section 2.A.(12) of Schedule D.

☐ (13) are **no longer eligible** to remain registered with the SEC.

State Securities Authority Notice Filings* and State Reporting by *Exempt Reporting Advisers

C. Under state laws, SEC-registered advisers may be required to provide to *state securities authorities* a copy of the Form ADV and any amendments they file with the SEC. These are called *notice filings*. In addition, *exempt reporting advisers* may be

required to provide *state securities authorities* with a copy of reports and any amendments they file with the SEC. If this is an initial application or report, check the box(es) next to the state(s) that you would like to receive notice of this and all subsequent filings or reports you submit to the SEC. If this is an amendment to direct your *notice filings* or reports to additional state(s), check the box(es) next to the state(s) that you would like to receive notice of this and all subsequent filings or reports you submit to the SEC. If this is an amendment to your registration to stop your *notice filings* or reports from going to state(s) that currently receive them, uncheck the box(es) next to those state(s).

Jurisdictions

☐ AL	☐ IL	☐ NE	☐ SC
☐ AK	☐ IN	☑ NV	☐ SD
☐ AZ	☐ IA	☐ NH	☐ TN
☐ AR	☐ KS	☐ NJ	☑ TX
☑ CA	☐ KY	☑ NM	☐ UT
☐ CO	☐ LA	☐ NY	☐ VT
☐ CT	☐ ME	☐ NC	☐ VI
☐ DE	☐ MD	☐ ND	☐ VA
☐ DC	☐ MA	☐ OH	☑ WA
☐ FL	☐ MI	☐ OK	☐ WV
☐ GA	☐ MN	☑ OR	☐ WI
☐ GU	☐ MS	☐ PA	☐ WY
☐ HI	☐ MO	☐ PR	
☐ ID	☐ MT	☐ RI	

If you are amending your registration to stop your notice filings or reports from going to a state that currently receives them and you do not want to pay that state's notice filing or report filing fee for the coming year, your amendment must be filed before the end of the year (December 31).

SECTION 2.A.(8) Related Adviser

If you are relying on the exemption in rule 203A-2(b) from the prohibition on registration because you *control*, are *controlled* by, or are under common *control* with an investment adviser that is registered with the SEC and your *principal office and place of business* is the same as that of the registered adviser, provide the following information:

Name of Registered Investment Adviser

CRD Number of Registered Investment Adviser

SEC Number of Registered Investment Adviser
-

SECTION 2.A.(9) Investment Adviser Expecting to be Eligible for Commission Registration within 120 Days

If you are relying on rule 203A-2(c), the exemption from the prohibition on registration available to an adviser that expects to be eligible for SEC registration within 120 days, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations. You must make both of these representations:

☐ I am not registered or required to be registered with the SEC or a *state securities authority* and I have a reasonable expectation that I will be eligible to register with the SEC within 120 days after the date my registration with the SEC becomes effective.

☐ I undertake to withdraw from SEC registration if, on the 120th day after my registration with the SEC becomes effective, I would be prohibited by Section 203A(a) of the Advisers Act from registering with the SEC.

SECTION 2.A.(10) Multi-State Adviser

If you are relying on rule 203A-2(d), the multi-state adviser exemption from the prohibition on registration, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations.

If you are applying for registration as an investment adviser with the SEC, you must make both of these representations:

☐ I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of 15 or more states to register as an investment adviser with the *state securities authorities* in those states.

☐ I undertake to withdraw from SEC registration if I file an amendment to this registration indicating that I would be required by the laws of fewer than 15 states to register as an investment adviser with the *state securities authorities* of those states.

If you are submitting your *annual updating amendment*, you must make this representation:

☐ Within 90 days prior to the date of filing this amendment, I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of at least 15 states to register as an investment adviser with the *state securities authorities* in those states.

SECTION 2.A.(12) SEC Exemptive *Order*

If you are relying upon an SEC *order* exempting you from the prohibition on registration, provide the following information:

Application Number:

803-

Date of *order*:

Item 3 Form of Organization

If you are filing an *umbrella registration*, the information in Item 3 should be provided for the *filing adviser* only.

A. How are you organized?

- ○ Corporation
- ○ Sole Proprietorship
- ○ Limited Liability Partnership (LLP)
- ○ Partnership
- ◉ Limited Liability Company (LLC)
- ○ Limited Partnership (LP)
- ○ Other (specify):

If you are changing your response to this Item, see Part 1A Instruction 4.

B. In what month does your fiscal year end each year?
DECEMBER

C. Under the laws of what state or country are you organized?

State	Country
Oregon	United States

If you are a partnership, provide the name of the state or country under whose laws your partnership was formed. If you are a sole proprietor, provide the name of the state or country where you reside.

If you are changing your response to this Item, see Part 1A Instruction 4.

Item 4 Successions

		Yes	No
A.	Are you, at the time of this filing, succeeding to the business of a registered investment adviser, including, for example, a change of your structure or legal status (e.g., form of organization or state of incorporation)?	○	◉

If "yes", complete Item 4.B. and Section 4 of Schedule D.

B. Date of Succession: (MM/DD/YYYY)

If you have already reported this succession on a previous Form ADV filing, do not report the succession again. Instead, check "No." See Part 1A Instruction 4.

SECTION 4 Successions

No Information Filed

Item 5 Information About Your Advisory Business - Employees, Clients, and Compensation

Responses to this Item help us understand your business, assist us in preparing for on-site examinations, and provide us with data we use when making regulatory policy. Part 1A Instruction 5.a. provides additional guidance to newly formed advisers for completing this Item 5.

Employees

If you are organized as a sole proprietorship, include yourself as an employee in your responses to Item 5.A. and Items 5.B.(1), (2), (3), (4), and (5). If an employee performs more than one function, you should count that employee in each of your responses to Items 5.B.(1), (2), (3), (4), and (5).

A. Approximately how many *employees* do you have? Include full- and part-time *employees* but do not include any clerical workers.
7

B. (1) Approximately how many of the *employees* reported in 5.A. perform investment advisory functions (including research)?
6

(2) Approximately how many of the *employees* reported in 5.A. are registered representatives of a broker-dealer?
0

(3) Approximately how many of the *employees* reported in 5.A. are registered with one or more *state securities authorities* as *investment adviser representatives*?
6

(4) Approximately how many of the *employees* reported in 5.A. are registered with one or more *state securities authorities* as *investment adviser representatives* for an investment adviser other than you?
0

(5) Approximately how many of the *employees* reported in 5.A. are licensed agents of an insurance company or agency?
0

(6) Approximately how many firms or other *persons* solicit advisory *clients* on your behalf?
0

In your response to Item 5.B.(6), do not count any of your employees and count a firm only once – do not count each of the firm's employees that solicit on your behalf.

Clients

In your responses to Items 5.C. and 5.D. do not include as "clients" the investors in a private fund you advise, unless you have a separate advisory relationship with those investors.

C. (1) To approximately how many *clients* for whom you do not have regulatory assets under management did you provide investment advisory services during your most recently completed fiscal year?
0

(2) Approximately what percentage of your *clients* are non-*United States persons*?
0%

D. *For purposes of this Item 5.D., the category "individuals" includes trusts, estates, and 401(k) plans and IRAs of individuals and their family members, but does not include businesses organized as sole proprietorships.*
The category "business development companies" consists of companies that have made an election pursuant to section 54 of the Investment Company Act of 1940. Unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940, do not answer (1)(d) or (3)(d) below.

Indicate the approximate number of your *clients* and amount of your total regulatory assets under management (reported in Item 5.F. below) attributable to each of the following type of *client*. If you have fewer than 5 *clients* in a particular category (other than (d), (e), and (f)) you may check Item 5.D.(2) rather than respond to Item 5.D.(1).

The aggregate amount of regulatory assets under management reported in Item 5.D.(3) should equal the total amount of regulatory assets under management reported in Item 5.F.(2)(c) below.

If a *client* fits into more than one category, select one category that most accurately represents the *client* to avoid double counting *clients* and assets. If you advise a registered investment company, business development company, or pooled investment vehicle, report those assets in categories (d), (e), and (f) as applicable.

Type of *Client*	**(1) Number of *Client(s)***	**(2) Fewer than 5 *Clients***	**(3) Amount of Regulatory Assets under Management**
(a) Individuals (other than *high net worth individuals*)		☐	$
(b) *High net worth individuals*	6	☐	$ 85,297,583
(c) Banking or thrift institutions		☐	$
(d) Investment companies			$
(e) Business development companies			$
(f) Pooled investment vehicles (other than investment companies and business development companies)			$
(g) Pension and profit sharing plans (but not the plan participants or government pension plans)		☐	$
(h) Charitable organizations		☐	$
(i) State or municipal *government entities* (including government pension plans)	64	☐	$ 20,394,776,709
(j) Other investment advisers		☐	$
(k) Insurance companies		☐	$
(l) Sovereign wealth funds and foreign official institutions		☐	$
(m) Corporations or other businesses not listed above		☐	$
(n) Other:		☐	$

Compensation Arrangements

E. You are compensated for your investment advisory services by (check all that apply):

- ☑ (1) A percentage of assets under your management
- ☑ (2) Hourly charges
- ☐ (3) Subscription fees (for a newsletter or periodical)
- ☑ (4) Fixed fees (other than subscription fees)
- ☐ (5) Commissions
- ☐ (6) *Performance-based fees*
- ☐ (7) Other (specify):

Item 5 Information About Your Advisory Business - Regulatory Assets Under Management

Regulatory Assets Under Management

	Yes	**No**
F. (1) Do you provide continuous and regular supervisory or management services to securities portfolios?	◉	○

(2) If yes, what is the amount of your regulatory assets under management and total number of accounts?

	U.S. Dollar Amount	Total Number of Accounts
Discretionary:	(a) $ 1,755,997,381	(d) 14
Non-Discretionary:	(b) $ 18,724,076,911	(e) 56
Total:	(c) $ 20,480,074,292	(f) 70

Part 1A Instruction 5.b. explains how to calculate your regulatory assets under management. You must follow these instructions carefully when completing this Item.

(3) What is the approximate amount of your total regulatory assets under management (reported in Item 5.F.(2)(c) above) attributable to *clients* who are non-*United States persons*?

$ 0

Item 5 Information About Your Advisory Business - Advisory Activities

Advisory Activities

G. What type(s) of advisory services do you provide? Check all that apply.

- ☐ (1) Financial planning services
- ☑ (2) Portfolio management for individuals and/or small businesses
- ☐ (3) Portfolio management for investment companies (as well as "business development companies" that have made an election pursuant to section 54 of the Investment Company Act of 1940)
- ☐ (4) Portfolio management for pooled investment vehicles (other than investment companies)
- ☑ (5) Portfolio management for businesses (other than small businesses) or institutional *clients* (other than registered investment companies and other pooled investment vehicles)
- ☐ (6) Pension consulting services
- ☐ (7) Selection of other advisers (including *private fund* managers)
- ☐ (8) Publication of periodicals or newsletters
- ☐ (9) Security ratings or pricing services
- ☐ (10) Market timing services
- ☐ (11) Educational seminars/workshops
- ☐ (12) Other(specify):

Do not check Item 5.G.(3) unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940, including as a subadviser. If you check Item 5.G.(3), report the 811 or 814 number of the investment company or investment companies to which you provide advice in Section 5.G.(3) of Schedule D.

H. If you provide financial planning services, to how many *clients* did you provide these services during your last fiscal year?

- ○ 0
- ○ 1 - 10
- ○ 11 - 25
- ○ 26 - 50
- ○ 51 - 100
- ○ 101 - 250
- ○ 251 - 500
- ○ More than 500

If more than 500, how many?
(round to the nearest 500)

In your responses to this Item 5.H., do not include as "clients" the investors in a private fund you advise, unless you have a separate advisory relationship with those investors.

	Yes	No
I. (1) Do you participate in a *wrap fee program*?	○	◉

(2) If you participate in a *wrap fee program*, what is the amount of your regulatory assets under management attributable to acting as:

(a) *sponsor* to a *wrap fee program*
$

(b) portfolio manager for a *wrap fee program*?
$

(c) *sponsor* to and portfolio manager for the same *wrap fee program*?
$

If you report an amount in Item 5.I.(2)(c), do not report that amount in Item 5.I.(2)(a) or Item 5.I.(2)(b).

If you are a portfolio manager for a wrap fee program, list the names of the programs, their sponsors and related information in Section 5.I.(2) of Schedule D.

If your involvement in a wrap fee program is limited to recommending wrap fee programs to your clients, or you advise a mutual fund that is offered through a wrap fee program, do not check Item 5.I.(1) or enter any amounts in response to Item 5.I.(2).

		Yes	No
J.	(1) In response to Item 4.B. of Part 2A of Form ADV, do you indicate that you provide investment advice only with respect to limited types of investments?	◉	○
	(2) Do you report *client* assets in Item 4.E. of Part 2A that are computed using a different method than the method used to compute your regulatory assets under management?	○	◉

K. Separately Managed Account *Clients*

	Yes	No
(1) Do you have regulatory assets under management attributable to *clients* other than those listed in Item 5.D.(3)(d)-(f) (separately managed account *clients*)?	◉	○

If yes, complete Section 5.K.(1) of Schedule D.

(2) Do you engage in borrowing transactions on behalf of any of the separately managed account *clients* that you advise?	○	◉

If yes, complete Section 5.K.(2) of Schedule D.

(3) Do you engage in derivative transactions on behalf of any of the separately managed account *clients* that you advise?	○	◉

If yes, complete Section 5.K.(2) of Schedule D.

(4) After subtracting the amounts in Item 5.D.(3)(d)-(f) above from your total regulatory assets under management, does any custodian hold ten percent or more of this remaining amount of regulatory assets under management?	◉	○

If yes, complete Section 5.K.(3) of Schedule D for each custodian.

L. Marketing Activities

	Yes	No
(1) Do any of your *advertisements* include:		
(a) Performance results?	◉	○
(b) A reference to specific investment advice provided by you (as that phrase is used in rule 206(4)-1(a)(5))?	◉	○
(c) *Testimonials* (other than those that satisfy rule 206(4)-1(b)(4)(ii))?	○	◉
(d) *Endorsements* (other than those that satisfy rule 206(4)-1(b)(4)(ii))?	○	◉
(e) *Third-party ratings*?	○	◉
(2) If you answer "yes" to L(1)(c), (d), or (e) above, do you pay or otherwise provide cash or non-cash compensation, directly or indirectly, in connection with the use of *testimonials*, *endorsements*, or *third-party ratings*?	○	○

(3) Do any of your *advertisements* include *hypothetical performance* ? ○ ◉

(4) Do any of your *advertisements* include *predecessor performance* ? ○ ◉

SECTION 5.G.(3) Advisers to Registered Investment Companies and Business Development Companies

No Information Filed

SECTION 5.I.(2) *Wrap Fee Programs*

No Information Filed

SECTION 5.K.(1) Separately Managed Accounts

After subtracting the amounts reported in Item 5.D.(3)(d)-(f) from your total regulatory assets under management, indicate the approximate percentage of this remaining amount attributable to each of the following categories of assets. If the remaining amount is at least $10 billion in regulatory assets under management, complete Question (a). If the remaining amount is less than $10 billion in regulatory assets under management, complete Question (b).

Any regulatory assets under management reported in Item 5.D.(3)(d), (e), and (f) should not be reported below.

If you are a subadviser to a separately managed account, you should only provide information with respect to the portion of the account that you subadvise.

End of year refers to the date used to calculate your regulatory assets under management for purposes of your *annual updating amendment* . Mid-year is the date six months before the end of year date. Each column should add up to 100% and numbers should be rounded to the nearest percent.

Investments in derivatives, registered investment companies, business development companies, and pooled investment vehicles should be reported in those categories. Do not report those investments based on related or underlying portfolio assets. Cash equivalents include bank deposits, certificates of deposit, bankers' acceptances and similar bank instruments.

Some assets could be classified into more than one category or require discretion about which category applies. You may use your own internal methodologies and the conventions of your service providers in determining how to categorize assets, so long as the methodologies or conventions are consistently applied and consistent with information you report internally and to current and prospective clients. However, you should not double count assets, and your responses must be consistent with any instructions or other guidance relating to this Section.

(a)

Asset Type	Mid-year	End of year
(i) Exchange-Traded Equity Securities	0 %	0 %
(ii) Non Exchange-Traded Equity Securities	0 %	0 %
(iii) U.S. Government/Agency Bonds	63 %	65 %
(iv) U.S. State and Local Bonds	2 %	2 %
(v) *Sovereign Bonds*	0 %	0 %
(vi) Investment Grade Corporate Bonds	9 %	9 %
(vii) Non-Investment Grade Corporate Bonds	0 %	0 %
(viii) Derivatives	0 %	0 %
(ix) Securities Issued by Registered Investment Companies or Business Development Companies	4 %	3 %
(x) Securities Issued by Pooled Investment Vehicles (other than Registered Investment Companies or Business Development Companies)	17 %	16 %

(xi) Cash and Cash Equivalents	3 %	3 %
(xii) Other	0 %	0 %

Generally describe any assets included in "Other"

(b)

Asset Type	**End of year**
(i) Exchange-Traded Equity Securities	%
(ii) Non Exchange-Traded Equity Securities	%
(iii) U.S. Government/Agency Bonds	%
(iv) U.S. State and Local Bonds	%
(v) *Sovereign Bonds*	%
(vi) Investment Grade Corporate Bonds	%
(vii) Non-Investment Grade Corporate Bonds	%
(viii) Derivatives	%
(ix) Securities Issued by Registered Investment Companies or Business Development Companies	%
(x) Securities Issued by Pooled Investment Vehicles (other than Registered Investment Companies or Business Development Companies)	%
(xi) Cash and Cash Equivalents	%
(xii) Other	%

Generally describe any assets included in "Other"

SECTION 5.K.(2) Separately Managed Accounts - Use of *Borrowings* and Derivatives

☐ **No information is required to be reported in this Section 5.K.(2) per the instructions of this Section 5.K.(2)**

If your regulatory assets under management attributable to separately managed accounts are at least $10 billion, you should complete Question (a). If your regulatory assets under management attributable to separately managed accounts are at least $500 million but less than $10 billion, you should complete Question (b).

(a) In the table below, provide the following information regarding the separately managed accounts you advise. If you are a subadviser to a separately managed account, you should only provide information with respect to the portion of the account that you subadvise. End of year refers to the date used to calculate your regulatory assets under management for purposes of your *annual updating amendment*. Mid-year is the date six months before the end of year date.

In column 1, indicate the regulatory assets under management attributable to separately managed accounts associated with each level of gross notional exposure. For purposes of this table, the gross notional exposure of an account is the percentage obtained by dividing (i) the sum of (a) the dollar amount of any *borrowings* and (b) the *gross notional value* of all derivatives, by (ii) the regulatory assets under management of the account.

In column 2, provide the dollar amount of *borrowings* for the accounts included in column 1.

In column 3, provide aggregate *gross notional value* of derivatives divided by the aggregate regulatory assets under management of the accounts included in column 1 with respect to each category of derivatives specified in 3(a) through (f).

You may, but are not required to, complete the table with respect to any separately managed account with regulatory assets under management of less than $10,000,000.

Any regulatory assets under management reported in Item 5.D.(3)(d), (e), and (f) should not be reported below.

(i) Mid-Year

Gross Notional Exposure	**(1) Regulatory Assets Under Management**	**(2) *Borrowings***	**(3) Derivative Exposures**					
			(a) *Interest Rate Derivative*	**(b) *Foreign Exchange Derivative***	**(c) *Credit Derivative***	**(d) *Equity Derivative***	**(e) *Commodity Derivative***	**(f) *Other Derivative***
Less than 10%	$	$	%	%	%	%	%	%
10-149%	$	$	%	%	%	%	%	%
150% or more	$	$	%	%	%	%	%	%

Optional: Use the space below to provide a narrative description of the strategies and/or manner in which *borrowings* and derivatives are used in the management of the separately managed accounts that you advise.

(ii) End of Year

Gross Notional Exposure	**(1) Regulatory Assets Under Management**	**(2) *Borrowings***	**(3) Derivative Exposures**					
			(a) *Interest Rate Derivative*	**(b) *Foreign Exchange Derivative***	**(c) *Credit Derivative***	**(d) *Equity Derivative***	**(e) *Commodity Derivative***	**(f) *Other Derivative***
Less than 10%	$	$	%	%	%	%	%	%
10-149%	$	$	%	%	%	%	%	%
150% or more	$	$	%	%	%	%	%	%

Optional: Use the space below to provide a narrative description of the strategies and/or manner in which *borrowings* and derivatives are used in the management of the separately managed accounts that you advise.

(b) In the table below, provide the following information regarding the separately managed accounts you advise as of the date used to calculate your regulatory assets under management for purposes of your *annual updating amendment*. If you are a subadviser to a separately managed account, you should only provide information with respect to the portion of the account that you subadvise.

In column 1, indicate the regulatory assets under management attributable to separately managed accounts associated with each level of gross notional exposure. For purposes of this table, the gross notional exposure of an account is the percentage obtained by dividing (i) the sum of (a) the dollar amount of any *borrowings* and (b) the *gross notional value* of all derivatives, by (ii) the regulatory assets under management of the account.

In column 2, provide the dollar amount of *borrowings* for the accounts included in column 1.

You may, but are not required to, complete the table with respect to any separately managed accounts with regulatory assets under management of less than $10,000,000.

Any regulatory assets under management reported in Item 5.D.(3)(d), (e), and (f) should not be reported below.

Gross Notional Exposure	**(1) Regulatory Assets Under Management**	**(2) *Borrowings***
Less than 10%	$	$

10-149%	$	$
150% or more	$	$

Optional: Use the space below to provide a narrative description of the strategies and/or manner in which *borrowings* and derivatives are used in the management of the separately managed accounts that you advise.

SECTION 5.K.(3) Custodians for Separately Managed Accounts

Complete a separate Schedule D Section 5.K.(3) for each custodian that holds ten percent or more of your aggregate separately managed account regulatory assets under management.

(a) Legal name of custodian:
PRINCIPAL SECURITIES, INC.

(b) Primary business name of custodian:
PRINCIPAL SECURITIES, INC.

(c) The location(s) of the custodian's office(s) responsible for *custody* of the assets :

City:	State:	Country:
SAN FRANCISCO	California	United States

	Yes	No
(d) Is the custodian a *related person* of your firm?	○	◉

(e) If the custodian is a broker-dealer, provide its SEC registration number (if any)
8 - 13975

(f) If the custodian is not a broker-dealer, or is a broker-dealer but does not have an SEC registration number, provide its *legal entity identifier* (if any)

(g) What amount of your regulatory assets under management attributable to separately managed accounts is held at the custodian?
$ 5,351,213,775

(a) Legal name of custodian:
U.S. BANK

(b) Primary business name of custodian:
U.S. BANK

(c) The location(s) of the custodian's office(s) responsible for *custody* of the assets :

City:	State:	Country:
MINNEAPOLIS	Minnesota	United States

	Yes	No
(d) Is the custodian a *related person* of your firm?	○	◉

(e) If the custodian is a broker-dealer, provide its SEC registration number (if any)
-

(f) If the custodian is not a broker-dealer, or is a broker-dealer but does not have an SEC registration number, provide its *legal entity identifier* (if any)

(g) What amount of your regulatory assets under management attributable to separately managed accounts is held at the custodian?
$ 4,320,944,858

(a) Legal name of custodian:

ZIONS BANK

(b) Primary business name of custodian:

ZIONS BANK

(c) The location(s) of the custodian's office(s) responsible for *custody* of the assets :

City:	State:	Country:
SALT LAKE CITY	Utah	United States

	Yes	No
(d) Is the custodian a *related person* of your firm?	○	◉

(e) If the custodian is a broker-dealer, provide its SEC registration number (if any)

-

(f) If the custodian is not a broker-dealer, or is a broker-dealer but does not have an SEC registration number, provide its *legal entity identifier* (if any)

(g) What amount of your regulatory assets under management attributable to separately managed accounts is held at the custodian?

$ 4,166,407,905

Item 6 Other Business Activities

In this Item, we request information about your firm's other business activities.

A. You are actively engaged in business as a (check all that apply):

- ☐ (1) broker-dealer (registered or unregistered)
- ☐ (2) registered representative of a broker-dealer
- ☐ (3) commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (4) futures commission merchant
- ☐ (5) real estate broker, dealer, or agent
- ☐ (6) insurance broker or agent
- ☐ (7) bank (including a separately identifiable department or division of a bank)
- ☐ (8) trust company
- ☐ (9) registered municipal advisor
- ☐ (10) registered security-based swap dealer
- ☐ (11) major security-based swap participant
- ☐ (12) accountant or accounting firm
- ☐ (13) lawyer or law firm
- ☐ (14) other financial product salesperson (specify):

If you engage in other business using a name that is different from the names reported in Items 1.A. or 1.B.(1), complete Section 6.A. of Schedule D.

			Yes	No
B.	(1)	Are you actively engaged in any other business not listed in Item 6.A. (other than giving investment advice)?	○	◉
	(2)	If yes, is this other business your primary business?	○	○

If "yes," describe this other business on Section 6.B.(2) of Schedule D, and if you engage in this business under a different name, provide that name.

			Yes	No
	(3)	Do you sell products or provide services other than investment advice to your advisory *clients*?	○	◉

If "yes," describe this other business on Section 6.B.(3) of Schedule D, and if you engage in this business under a different name, provide that name.

SECTION 6.A. Names of Your Other Businesses

No Information Filed

SECTION 6.B.(2) Description of Primary Business

Describe your primary business (not your investment advisory business):

If you engage in that business under a different name, provide that name:

SECTION 6.B.(3) Description of Other Products and Services

Describe other products or services you sell to your *client*. You may omit products and services that you listed in Section 6.B.(2) above.

If you engage in that business under a different name, provide that name:

Item 7 Financial Industry Affiliations

In this Item, we request information about your financial industry affiliations and activities. This information identifies areas in which conflicts of interest may occur between you and your *clients*.

A. This part of Item 7 requires you to provide information about you and your *related persons*, including foreign affiliates. Your *related persons* are all of your *advisory affiliates* and any *person* that is under common *control* with you.

You have a *related person* that is a (check all that apply):

- ☐ (1) broker-dealer, municipal securities dealer, or government securities broker or dealer (registered or unregistered)
- ☐ (2) other investment adviser (including financial planners)
- ☐ (3) registered municipal advisor
- ☐ (4) registered security-based swap dealer
- ☐ (5) major security-based swap participant
- ☐ (6) commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (7) futures commission merchant
- ☐ (8) banking or thrift institution
- ☐ (9) trust company
- ☐ (10) accountant or accounting firm
- ☐ (11) lawyer or law firm
- ☐ (12) insurance company or agency
- ☐ (13) pension consultant
- ☐ (14) real estate broker or dealer
- ☐ (15) sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
- ☐ (16) sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

Note that Item 7.A. should not be used to disclose that some of your employees perform investment advisory functions or are registered representatives of a broker-dealer. The number of your firm's employees who perform investment advisory functions should be disclosed under Item 5.B.(1). The number of your firm's employees who are registered representatives of a broker-dealer should be disclosed under Item 5.B.(2).

Note that if you are filing an umbrella registration, you should not check Item 7.A.(2) with respect to your relying advisers, and you do not have to complete Section 7.A. in Schedule D for your relying advisers. You should complete a Schedule R for each relying adviser.

For each related person, including foreign affiliates that may not be registered or required to be registered in the United States, complete Section 7.A. of Schedule D.

You do not need to complete Section 7.A. of Schedule D for any related person if: (1) you have no business dealings with the related person in connection with advisory services you provide to your clients; (2) you do not conduct shared operations with the related person; (3) you do not refer clients or business to the related person, and the related person does not refer prospective clients or business to you; (4) you do not share supervised persons or premises with the related person; and (5) you have no reason to believe that your relationship with the related person otherwise creates a conflict of interest with your clients.

You must complete Section 7.A. of Schedule D for each related person acting as qualified custodian in connection with advisory services you provide to your clients (other than any mutual fund transfer agent pursuant to rule 206(4)-2(b)(1)), regardless of whether you have determined the related person to be operationally independent under rule 206(4)-2 of the Advisers Act.

SECTION 7.A. Financial Industry Affiliations

No Information Filed

Item 7 *Private Fund* Reporting

	Yes	No
B. Are you an adviser to any *private fund*?	○	◉

If "yes," then for each private fund that you advise, you must complete a Section 7.B.(1) of Schedule D, except in certain circumstances described in the next sentence and in Instruction 6 of the Instructions to Part 1A. If you are registered or applying for registration with the SEC or reporting as an SEC exempt reporting adviser, and another SEC-registered adviser or SEC exempt reporting adviser reports this information with respect to any such private fund in Section 7.B.(1) of Schedule D of its Form ADV (e.g., if you are a subadviser), do not complete Section 7.B.(1) of Schedule D with respect to that private fund. You must, instead, complete Section 7.B.(2) of Schedule D.

In either case, if you seek to preserve the anonymity of a private fund client by maintaining its identity in your books and records in numerical or alphabetical code, or similar designation, pursuant to rule 204-2(d), you may identify the private fund in Section 7.B.(1) or 7.B.(2) of Schedule D using the same code or designation in place of the fund's name.

SECTION 7.B.(1) *Private Fund* Reporting

No Information Filed

SECTION 7.B.(2) *Private Fund* Reporting

No Information Filed

Item 8 Participation or Interest in *Client* Transactions

In this Item, we request information about your participation and interest in your *clients*' transactions. This information identifies additional areas in which conflicts of interest may occur between you and your *clients*. Newly-formed advisers should base responses to these questions on the types of participation and interest that you expect to engage in during the next year.

Like Item 7, Item 8 requires you to provide information about you and your *related persons*, including foreign affiliates.

Proprietary Interest in *Client* Transactions

		Yes	No
A.	Do you or any *related person*:		
(1)	buy securities for yourself from advisory *clients*, or sell securities you own to advisory *clients* (principal transactions)?	○	◉
(2)	buy or sell for yourself securities (other than shares of mutual funds) that you also recommend to advisory *clients*?	◉	○
(3)	recommend securities (or other investment products) to advisory *clients* in which you or any *related person* has some other proprietary (ownership) interest (other than those mentioned in Items 8.A.(1) or (2))?	○	◉

Sales Interest in *Client* Transactions

		Yes	No
B.	Do you or any *related person*:		
(1)	as a broker-dealer or registered representative of a broker-dealer, execute securities trades for brokerage customers in which advisory *client* securities are sold to or bought from the brokerage customer (agency cross transactions)?	○	◉
(2)	recommend to advisory *clients*, or act as a purchaser representative for advisory *clients* with respect to, the purchase of securities for which you or any *related person* serves as underwriter or general or managing partner?	○	◉
(3)	recommend purchase or sale of securities to advisory *clients* for which you or any *related person* has any other sales interest (other than the receipt of sales commissions as a broker or registered representative of a broker-dealer)?	○	◉

Investment or Brokerage Discretion

		Yes	No
C.	Do you or any *related person* have *discretionary authority* to determine the:		
(1)	securities to be bought or sold for a *client's* account?	◉	○
(2)	amount of securities to be bought or sold for a *client's* account?	◉	○
(3)	broker or dealer to be used for a purchase or sale of securities for a *client's* account?	◉	○
(4)	commission rates to be paid to a broker or dealer for a *client's* securities transactions?	○	◉
D.	If you answer "yes" to C.(3) above, are any of the brokers or dealers *related persons*?	○	◉
E.	Do you or any *related person* recommend brokers or dealers to *clients*?	○	◉
F.	If you answer "yes" to E. above, are any of the brokers or dealers *related persons*?	○	◉
G. (1)	Do you or any *related person* receive research or other products or services other than execution from a broker-dealer or a third party ("soft dollar benefits") in connection with *client* securities transactions?	○	◉
(2)	If "yes" to G.(1) above, are all the "soft dollar benefits" you or any *related persons* receive eligible "research or brokerage services" under section 28(e) of the Securities Exchange Act of 1934?	○	○
H. (1)	Do you or any *related person*, directly or indirectly, compensate any *person* that is not an *employee* for *client* referrals?	○	◉
(2)	Do you or any *related person*, directly or indirectly, provide any *employee* compensation that is specifically related to obtaining *clients* for the firm (cash or non-cash compensation in addition to the *employee's* regular salary)?	○	◉
I.	Do you or any *related person*, including any *employee*, directly or indirectly, receive compensation from any *person* (other than you or any *related person*) for *client* referrals? *In your response to Item 8.I., do not include the regular salary you pay to an employee.*	○	◉

In responding to Items 8.H. and 8.I., consider all cash and non-cash compensation that you or a related person gave to (in answering Item 8.H.) or received from (in answering Item 8.I.) any person in exchange for client referrals, including any bonus that is based, at least in part, on the number or amount of client referrals.

Item 9 Custody

In this Item, we ask you whether you or a *related person* has *custody* of *client* (other than *clients* that are investment companies registered under the Investment Company Act of 1940) assets and about your custodial practices.

		Yes	No
A. (1)	Do you have *custody* of any advisory *clients'*:		
	(a) cash or bank accounts?	○	◉
	(b) securities?	○	◉

If you are registering or registered with the SEC, answer "No" to Item 9.A.(1)(a) and (b) if you have custody solely because (i) you deduct your advisory fees directly from your clients' accounts, or (ii) a related person has custody of client assets in connection with advisory services you provide to clients, but you have overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)-2(d)(5)) from the related person.

(2) If you checked "yes" to Item 9.A.(1)(a) or (b), what is the approximate amount of *client* funds and securities and total number of *clients* for which you have *custody*:

U.S. Dollar Amount	Total Number of *Clients*
(a) $	(b)

If you are registering or registered with the SEC and you have custody solely because you deduct your advisory fees directly from your clients' accounts, do not include the amount of those assets and the number of those clients in your response to Item 9.A.(2). If your related person has custody of client assets in connection with advisory services you provide to clients, do not include the amount of those assets and number of those clients in your response to 9.A.(2). Instead, include that information in your response to Item 9.B.(2).

		Yes	No
B. (1)	In connection with advisory services you provide to *clients*, do any of your *related persons* have *custody* of any of your advisory *clients'*:		
	(a) cash or bank accounts?	○	◉
	(b) securities?	○	◉

You are required to answer this item regardless of how you answered Item 9.A.(1)(a) or (b).

(2) If you checked "yes" to Item 9.B.(1)(a) or (b), what is the approximate amount of *client* funds and securities and total number of *clients* for which your *related persons* have *custody*:

U.S. Dollar Amount	Total Number of *Clients*
(a) $	(b)

C. If you or your *related persons* have *custody* of *client* funds or securities in connection with advisory services you provide to *clients*, check all the following that apply:

(1) A qualified custodian(s) sends account statements at least quarterly to the investors in the pooled investment vehicle(s) you manage. ☐

(2) An *independent public accountant* audits annually the pooled investment vehicle(s) that you manage and the audited financial statements are distributed to the investors in the pools. ☐

(3) An *independent public accountant* conducts an annual surprise examination of *client* funds and securities. ☐

(4) An *independent public accountant* prepares an internal control report with respect to custodial services when you or your *related persons* are qualified custodians for *client* funds and securities. ☐

If you checked Item 9.C.(2), C.(3) or C.(4), list in Section 9.C. of Schedule D the accountants that are engaged to perform the audit or examination or prepare an internal control report. (If you checked Item 9.C.(2), you do not have to list auditor information in Section 9.C. of Schedule D if you already provided this information with respect to the private funds you advise in Section 7.B.(1) of Schedule D).

		Yes	No
D.	Do you or your *related person(s)* act as qualified custodians for your *clients* in connection with advisory services you provide to *clients*?		

(1) you act as a qualified custodian ○ ◉

(2) your *related person(s)* act as qualified custodian(s) ○ ◉

If you checked "yes" to Item 9.D.(2), all related persons that act as qualified custodians (other than any mutual fund transfer agent pursuant to rule 206(4)-2(b)(1)) must be identified in Section 7.A. of Schedule D, regardless of whether you have determined the related person to be operationally independent under rule 206(4)-2 of the Advisers Act.

E. If you are filing your *annual updating amendment* and you were subject to a surprise examination by an *independent public accountant* during your last fiscal year, provide the date (MM/YYYY) the examination commenced:

F. If you or your *related persons* have *custody* of *client* funds or securities, how many *persons*, including, but not limited to, you and your *related persons,* act as qualified custodians for your *clients* in connection with advisory services you provide to *clients?*
3

SECTION 9.C. *Independent Public Accountant*

No Information Filed

Item 10 Control Persons

In this Item, we ask you to identify every *person* that, directly or indirectly, *controls* you. If you are filing an *umbrella registration*, the information in Item 10 should be provided for the *filing adviser* only.

If you are submitting an initial application or report, you must complete Schedule A and Schedule B. Schedule A asks for information about your direct owners and executive officers. Schedule B asks for information about your indirect owners. If this is an amendment and you are updating information you reported on either Schedule A or Schedule B (or both) that you filed with your initial application or report, you must complete Schedule C.

		Yes	No
A.	Does any *person* not named in Item 1.A. or Schedules A, B, or C, directly or indirectly, *control* your management or policies?	○	◉

If yes, complete *Section 10.A. of Schedule D.*

B. If any *person* named in Schedules A, B, or C or in Section 10.A. of Schedule D is a public reporting company under Sections 12 or 15(d) of the Securities Exchange Act of 1934, please complete Section 10.B. of Schedule D.

SECTION 10.A. *Control Persons*

No Information Filed

SECTION 10.B. *Control Person* Public Reporting Companies

No Information Filed

Item 11 Disclosure Information

In this Item, we ask for information about your disciplinary history and the disciplinary history of all your *advisory affiliates*. We use this information to determine whether to grant your application for registration, to decide whether to revoke your registration or to place limitations on your activities as an investment adviser, and to identify potential problem areas to focus on during our on-site examinations. One event may result in "yes" answers to more than one of the questions below. In accordance with General Instruction 5 to Form ADV, "you" and "your" include the *filing adviser* and all *relying advisers* under an *umbrella registration*.

Your *advisory affiliates* are: (1) all of your current *employees* (other than *employees* performing only clerical, administrative, support or similar functions); (2) all of your officers, partners, or directors (or any *person* performing similar functions); and (3) all *persons* directly or indirectly *controlling* you or *controlled* by you. If you are a "separately identifiable department or division" (SID) of a bank, see the Glossary of Terms to determine who your *advisory affiliates* are.

If you are registered or registering with the SEC or if you are an exempt reporting adviser, you may limit your disclosure of any event listed in Item 11 to ten years following the date of the event. If you are registered or registering with a state, you must respond to the questions as posed; you may, therefore, limit your disclosure to ten years following the date of an event only in responding to Items 11.A.(1), 11.A.(2), 11.B.(1), 11.B.(2), 11.D.(4), and 11.H.(1)(a). For purposes of calculating this ten-year period, the date of an event is the date the final order, judgment, or decree was entered, or the date any rights of appeal from preliminary orders, judgments, or decrees lapsed.

You must complete the appropriate Disclosure Reporting Page ("DRP") for "yes" answers to the questions in this Item 11.

	Yes	No
Do any of the events below involve you or any of your *supervised persons*?	○	◉

For "yes" answers to the following questions, complete a Criminal Action DRP:

A. In the past ten years, have you or any *advisory affiliate*:	Yes	No
(1) been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to any *felony*?	○	◉
(2) been *charged* with any *felony*?	○	◉

If you are registered or registering with the SEC, or if you are reporting as an exempt reporting adviser, you may limit your response to Item 11.A.(2) to charges that are currently pending.

B. In the past ten years, have you or any *advisory affiliate*:		
(1) been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to a *misdemeanor* involving: investments or an *investment-related* business, or any fraud, false statements, or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses?	○	◉
(2) been *charged* with a *misdemeanor* listed in Item 11.B.(1)?	○	◉

If you are registered or registering with the SEC, or if you are reporting as an exempt reporting adviser, you may limit your response to Item 11.B.(2) to charges that are currently pending.

For "yes" answers to the following questions, complete a Regulatory Action DRP:

C. Has the SEC or the Commodity Futures Trading Commission (CFTC) ever:	Yes	No
(1) *found* you or any *advisory affiliate* to have made a false statement or omission?	○	◉
(2) *found* you or any *advisory affiliate* to have been *involved* in a violation of SEC or CFTC regulations or statutes?	○	◉
(3) *found* you or any *advisory affiliate* to have been a cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?	○	◉
(4) entered an *order* against you or any *advisory affiliate* in connection with *investment-related* activity?	○	◉
(5) imposed a civil money penalty on you or any *advisory affiliate*, or *ordered* you or any *advisory affiliate* to cease and desist from any activity?	○	◉

D. Has any other federal regulatory agency, any state regulatory agency, or any *foreign financial regulatory authority*:		
(1) ever *found* you or any *advisory affiliate* to have made a false statement or omission, or been dishonest, unfair, or unethical?	○	◉

	(2) ever *found* you or any *advisory affiliate* to have been *involved* in a violation of *investment-related* regulations or statutes?	○	◉
	(3) ever *found* you or any *advisory affiliate* to have been a cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?	○	◉
	(4) in the past ten years, entered an *order* against you or any *advisory affiliate* in connection with an *investment-related* activity?	○	◉
	(5) ever denied, suspended, or revoked your or any *advisory affiliate's* registration or license, or otherwise prevented you or any *advisory affiliate*, by *order*, from associating with an *investment-related* business or restricted your or any *advisory affiliate's* activity?	○	◉
E.	Has any *self-regulatory organization* or commodities exchange ever:		
	(1) *found* you or any *advisory affiliate* to have made a false statement or omission?	○	◉
	(2) *found* you or any *advisory affiliate* to have been *involved* in a violation of its rules (other than a violation designated as a "*minor rule violation*" under a plan approved by the SEC)?	○	◉
	(3) *found* you or any *advisory affiliate* to have been the cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?	○	◉
	(4) disciplined you or any *advisory affiliate* by expelling or suspending you or the *advisory affiliate* from membership, barring or suspending you or the *advisory affiliate* from association with other members, or otherwise restricting your or the *advisory affiliate's* activities?	○	◉
F.	Has an authorization to act as an attorney, accountant, or federal contractor granted to you or any *advisory affiliate* ever been revoked or suspended?	○	◉
G.	Are you or any *advisory affiliate* now the subject of any regulatory *proceeding* that could result in a "yes" answer to any part of Item 11.C., 11.D., or 11.E.?	○	◉

For "yes" answers to the following questions, complete a Civil Judicial Action DRP:

			Yes	**No**
H.	(1)	Has any domestic or foreign court:		
		(a) in the past ten years, *enjoined* you or any *advisory affiliate* in connection with any *investment-related* activity?	○	◉
		(b) ever *found* that you or any *advisory affiliate* were *involved* in a violation of *investment-related* statutes or regulations?	○	◉
		(c) ever dismissed, pursuant to a settlement agreement, an *investment-related* civil action brought against you or any *advisory affiliate* by a state or *foreign financial regulatory authority*?	○	◉
	(2)	Are you or any *advisory affiliate* now the subject of any civil *proceeding* that could result in a "yes" answer to any part of Item 11.H.(1)?	○	◉

Item 12 Small Businesses

The SEC is required by the Regulatory Flexibility Act to consider the effect of its regulations on small entities. In order to do this, we need to determine whether you meet the definition of "small business" or "small organization" under rule 0-7.

Answer this Item 12 only if you are registered or registering with the SEC **and** you indicated in response to Item 5.F.(2)(c) that you have regulatory assets under management of less than $25 million. You are not required to answer this Item 12 if you are filing for initial registration as a state adviser, amending a current state registration, or switching from SEC to state registration.

For purposes of this Item 12 only:

- Total Assets refers to the total assets of a firm, rather than the assets managed on behalf of *clients*. In determining your or another *person's* total assets, you may use the total assets shown on a current balance sheet (but use total assets reported on a consolidated balance sheet with subsidiaries included, if that amount is larger).
- *Control* means the power to direct or cause the direction of the management or policies of a *person*, whether through ownership of securities, by contract, or otherwise. Any *person* that directly or indirectly has the right to vote 25 percent or more of the voting securities, or is entitled to 25 percent or more of the profits, of another *person* is presumed to *control* the other *person*.

	Yes	No
A. Did you have total assets of $5 million or more on the last day of your most recent fiscal year?	○	○
If "yes," you do not need to answer Items 12.B. and 12.C.		
B. Do you:		
(1) *control* another investment adviser that had regulatory assets under management (calculated in response to Item 5.F.(2)(c) of Form ADV) of $25 million or more on the last day of its most recent fiscal year?	○	○
(2) *control* another *person* (other than a natural person) that had total assets of $5 million or more on the last day of its most recent fiscal year?	○	○
C. Are you:		
(1) *controlled* by or under common *control* with another investment adviser that had regulatory assets under management (calculated in response to Item 5.F.(2)(c) of Form ADV) of $25 million or more on the last day of its most recent fiscal year?	○	○
(2) *controlled* by or under common *control* with another *person* (other than a natural person) that had total assets of $5 million or more on the last day of its most recent fiscal year?	○	○

Schedule A

Direct Owners and Executive Officers

1. Complete Schedule A only if you are submitting an initial application or report. Schedule A asks for information about your direct owners and executive officers. Use Schedule C to amend this information.
2. Direct Owners and Executive Officers. List below the names of:
   (a) each Chief Executive Officer, Chief Financial Officer, Chief Operations Officer, Chief Legal Officer, Chief Compliance Officer(Chief Compliance Officer is required if you are registered or applying for registration and cannot be more than one individual), director, and any other individuals with similar status or functions;
   (b) if you are organized as a corporation, each shareholder that is a direct owner of 5% or more of a class of your voting securities, unless you are a public reporting company (a company subject to Section 12 or 15(d) of the Exchange Act); Direct owners include any *person* that owns, beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 5% or more of a class of your voting securities. For purposes of this Schedule, a *person* beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.
   (c) if you are organized as a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 5% or more of your capital;
   (d) in the case of a trust that directly owns 5% or more of a class of your voting securities, or that has the right to receive upon dissolution, or has contributed, 5% or more of your capital, the trust and each trustee; and
   (e) if you are organized as a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 5% or more of your capital, and (ii) if managed by elected managers, all elected managers.
3. Do you have any indirect owners to be reported on Schedule B? ○ Yes ◉ No
4. In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is an entity incorporated or domiciled in a foreign country, or "I" if the owner or executive officer is an individual.
5. Complete the Title or Status column by entering board/management titles; status as partner, trustee, sole proprietor, elected manager, shareholder, or member; and for shareholders or members, the class of securities owned (if more than one is issued).
6. Ownership codes are: NA - less than 5% B - 10% but less than 25% D - 50% but less than 75%
   A - 5% but less than 10% C - 25% but less than 50% E - 75% or more
7. (a) In the *Control Person* column, enter "Yes" if the *person* has *control* as defined in the Glossary of Terms to Form ADV, and enter "No" if the *person* does not have *control*. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are *control persons*.
   (b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or 15(d) of the Exchange Act.
   (c) Complete each column.

FULL LEGAL NAME (Individuals: Last Name, First Name, Middle Name)	**DE/FE/I**	**Title or Status**	**Date Title or Status Acquired MM/YYYY**	**Ownership Code**	***Control Person***	**PR**	***CRD* No. If None: S.S. No. and Date of Birth, IRS Tax No. or Employer ID No.**
WOODRING, DEANNE	I	PRESIDENT, CHIEF COMPLIANCE OFFICER & MANAGING MEMBER	01/2014	D	Y	N	1088213
WESTCOTT, DAVID, RAY	I	CHIEF EXECUTIVE OFFICER, CHIEF INVESTMENT OFFICER & MANAGING MEMBER	01/2014	C	Y	N	862006
CLARK, MICHAEL, CRAIG	I	OWNER, DIRECTOR OF TRADING AND OPERATIONS	09/2015	A	N	N	2226398
HENKE, MITCHELL, BRADLEY	I	OWNER, CHIEF OPERATING AND STRATEGY OFFICER	01/2024	B	Y	N	5185501

Schedule B

Indirect Owners

1. Complete Schedule B only if you are submitting an initial application or report. Schedule B asks for information about your indirect owners; you must first complete Schedule A, which asks for information about your direct owners. Use Schedule C to amend this information.
2. Indirect Owners. With respect to each owner listed on Schedule A (except individual owners), list below:
   (a) in the case of an owner that is a corporation, each of its shareholders that beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 25% or more of a class of a voting security of that corporation;

   For purposes of this Schedule, a *person* beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.

   (b) in the case of an owner that is a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 25% or more of the partnership's capital;

   (c) in the case of an owner that is a trust, the trust and each trustee; and

   (d) in the case of an owner that is a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 25% or more of the LLC's capital, and (ii) if managed by elected managers, all elected managers.
3. Continue up the chain of ownership listing all 25% owners at each level. Once a public reporting company (a company subject to Sections 12 or 15(d) of the Exchange Act) is reached, no further ownership information need be given.
4. In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is an entity incorporated or domiciled in a foreign country, or "I" if the owner is an individual.
5. Complete the Status column by entering the owner's status as partner, trustee, elected manager, shareholder, or member; and for shareholders or members, the class of securities owned (if more than one is issued).
6. Ownership codes are: C - 25% but less than 50% E - 75% or more
   D - 50% but less than 75% F - Other (general partner, trustee, or elected manager)
7. (a) In the *Control Person* column, enter "Yes" if the *person* has *control* as defined in the Glossary of Terms to Form ADV, and enter "No" if the *person* does not have *control*. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are *control persons*.
   (b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or 15(d) of the Exchange Act.
   (c) Complete each column.

No Information Filed

Schedule D - Miscellaneous
You may use the space below to explain a response to an Item or to provide any other information.

Schedule R

No Information Filed

DRP Pages

CRIMINAL DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

REGULATORY ACTION DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

CIVIL JUDICIAL ACTION DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

Part 2

Exemption from brochure delivery requirements for SEC-registered advisers

SEC rules exempt SEC-registered advisers from delivering a firm brochure to some kinds of clients. If these exemptions excuse you from delivering a brochure to *all* of your advisory clients, you do not have to prepare a brochure.

	Yes	No
Are you exempt from delivering a brochure to all of your clients under these rules?	○	◉

If no, complete the ADV Part 2 filing below.

Amend, retire or file new brochures:

Brochure ID	Brochure Name	Brochure Type(s)
271190	FORM ADV, PART 2A GOVERNMENT PORTFOLIO ADVISORS, INSTITUTIONAL CLIENTS	Government/municipal, Other institutional
271191	FORM ADV, PART 2A, GOVERNMENT PORTFOLIO ADVISORS, HIGH NET WORTH	High net worth individuals

Part 3

CRS	Type(s)	Affiliate Info	Retire
	Investment Adviser		
	Investment Adviser		

Execution Pages

DOMESTIC INVESTMENT ADVISER EXECUTION PAGE

You must complete the following Execution Page to Form ADV. This execution page must be signed and attached to your initial submission of Form ADV to the SEC and all amendments.

Appointment of Agent for Service of Process

By signing this Form ADV Execution Page, you, the undersigned adviser, irrevocably appoint the Secretary of State or other legally designated officer, of the state in which you maintain your *principal office and place of business* and any other state in which you are submitting a *notice filing*, as your agents to receive service, and agree that such *persons* may accept service on your behalf, of any notice, subpoena, summons, *order* instituting *proceedings*, demand for arbitration, or other process or papers, and you further agree that such service may be made by registered or certified mail, in any federal or state action, administrative *proceeding* or arbitration brought against you in any place subject to the jurisdiction of the United States, if the action, *proceeding*, or arbitration (a) arises out of any activity in connection with your investment advisory business that is subject to the jurisdiction of the United States, and (b) is *founded*, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these acts, or (ii) the laws of the state in which you maintain your *principal office and place of business* or of any state in which you are submitting a *notice filing*.

Signature

I, the undersigned, sign this Form ADV on behalf of, and with the authority of, the investment adviser. The investment adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this ADV, including exhibits and any other information submitted, are true and correct, and that I am signing this Form ADV Execution Page as a free and voluntary act.

I certify that the adviser's books and records will be preserved and available for inspection as required by law. Finally, I authorize any *person* having *custody* or possession of these books and records to make them available to federal and state regulatory representatives.

Signature: DEANNE WOODRING	Date: MM/DD/YYYY 03/08/2024
Printed Name: DEANNE WOODRING	Title: CHIEF COMPLIANCE OFFICER
Adviser *CRD* Number: 170384	

NON-RESIDENT **INVESTMENT ADVISER EXECUTION PAGE**

You must complete the following Execution Page to Form ADV. This execution page must be signed and attached to your initial submission of Form ADV to the SEC and all amendments.

1. Appointment of Agent for Service of Process

By signing this Form ADV Execution Page, you, the undersigned adviser, irrevocably appoint each of the Secretary of the SEC, and the Secretary of State or other legally designated officer, of any other state in which you are submitting a *notice filing*, as your agents to receive service, and agree that such persons may accept service on your behalf, of any notice, subpoena, summons, *order* instituting *proceedings*, demand for arbitration, or other process or papers, and you further agree that such service may be made by registered or certified mail, in any federal or state action, administrative *proceeding* or arbitration brought against you in any place subject to the jurisdiction of the United States, if the action, *proceeding* or arbitration (a) arises out of any activity in connection with your investment advisory business that is subject to the jurisdiction of the United States, and (b) is *founded*, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these acts, or (ii) the laws of any state in which you are submitting a *notice filing*.

2. Appointment and Consent: Effect on Partnerships

If you are organized as a partnership, this irrevocable power of attorney and consent to service of process will continue in effect if any partner withdraws from or is admitted to the partnership, provided that the admission or withdrawal does not create a new partnership. If the partnership dissolves, this irrevocable power of attorney and consent shall be in effect for any action brought against you or any of your former partners.

3. *Non-Resident* Investment Adviser Undertaking Regarding Books and Records

By signing this Form ADV, you also agree to provide, at your own expense, to the U.S. Securities and Exchange Commission at its principal office in Washington D.C., at any Regional or District Office of the Commission, or at any one of its offices in the United States, as specified by the Commission, correct, current, and complete copies of any or all records that you are required to maintain under Rule 204-2 under the Investment Advisers Act of 1940. This undertaking shall be binding upon you, your heirs, successors and assigns, and any *person* subject to your written irrevocable consents or powers of attorney or any of your general partners and *managing agents*.

Signature

I, the undersigned, sign this Form ADV on behalf of, and with the authority of, the *non-resident* investment adviser. The investment adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this ADV, including exhibits and any other information submitted, are true and correct, and that I am signing this Form ADV Execution Page as a free and voluntary act.

I certify that the adviser's books and records will be preserved and available for inspection as required by law. Finally, I authorize any *person* having *custody* or possession of these books and records to make them available to federal and state regulatory representatives.

Signature: Date: MM/DD/YYYY

Printed Name: Title:

Adviser *CRD* Number:
170384

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Privacy | Legal | Terms & Conditions



Form ADV, Part 2A
Institutional Clients

Disclosure Brochure

February 28, 2024

This firm brochure provides information about the qualifications and business practices of Government Portfolio Advisors LLC. If you have any questions about the contents of this brochure, please contact us at (503) 248-9973 or deanne@gpafixedincome.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the "**SEC**") or by any state securities authority.

Any reference to or use of the terms "registered investment adviser" or "registered" does not imply that Government Portfolio Advisors LLC or any person associated with Government Portfolio Advisors LLC has achieved a certain level of skill or training.

Additional information about Government Portfolio Advisors LLC is available on the SEC's website at www.adviserinfo.sec.gov.

Government Portfolio Advisors LLC
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(503) 248-9973
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gpa@gpafixedincome.com

ITEM 2 - MATERIAL CHANGES

In accordance with the SEC's Form ADV requirements, Government Portfolio Advisors LLC ("**GPA**") reviews and updates this brochure at least annually to confirm that it remains current. The purpose of this page is to inform clients of material changes since it was last updated on February 25, 2023. This brochure is updated annually, and if a client is receiving this brochure for the first time, this section may not be relevant.

GPA has no material change since the brochure was last updated on February 25, 2023.

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ITEM 4 - ADVISORY BUSINESS

Description of Advisory Firm

Government Portfolio Advisors LLC ("GPA," "we," "our," or "us") was organized as an Oregon limited liability company in 2013. We have been registered as an investment adviser with the SEC since 2014. We have focused primarily on providing investment advisory services to public funds, including states, counties, cities, water districts, power districts, school districts, transit districts and universities.

Our principal owners are Deanne Woodring CFA, President and Chief Compliance Officer, David Westcott CFA, Chief Executive Officer and Chief Investment Officer, Mike Clark, Director of Portfolio Management and Operations, and Mitch Henke, Chief Operating and Strategy Officer.

Advisory Services Offered

GPA provides primarily fixed income investment advisory services on a discretionary and non-discretionary through separately managed accounts. GPA also provides consulting services for organizations that internally invest in fixed income securities. GPA offers investment advisory services, transactions, investment research, portfolio analysis, portfolio reporting and portfolio recommendations based upon the specific investment policy and investment objectives of each client. Many of our public fund clients are required to maintain full approval authority over securities transactions, and therefore, clients must approve any such recommendations made by GPA before the securities are purchased or sold in their accounts, which is defined as non-discretionary.

We generally invest or make recommendations to invest clients' assets in the following investment types:

- Government debt
- Government agency debt
- Corporate notes and bonds
- Municipal notes and bonds
- Other fixed income securities, such as bankers' acceptances, commercial paper, and certificates of deposit
- Money market mutual funds and cash
- Mortgage-backed and asset-backed securities
- Fixed income mutual funds, ETFs and closed end funds
- Equity ETF's and closed end funds
- Bank Deposits
- Local Government Investment Pools

GPA also offers consulting services to clients. These services may include portfolio review, performance analysis, asset allocation recommendations, re-balancing recommendations, review and updating of investment policies and guidelines, liquidity projections, and risk tolerance analysis.

In addition to managing separate core investment portfolios, GPA may include portfolio reports for assets that we may not control but are part of our client's total investment holdings and our oversight responsibility. These assets primarily include Bank CD's, Local Government Investment Pools, and other Bank Depositories. Information on the balances of these funds will be provided by the client, and GPA relies on that information for accuracy of the liquidity reporting component. Any assets that we specifically advise either into or out of various liquidity and core investments are included as part of our assets under management for regulatory reporting purposes.

Tailored Services and Client Imposed Restrictions

Institutional clients provide us with an investment policy to follow, which is regularly reviewed. GPA manages client accounts based on the client's investment policy and any statutory guidelines. Within those parameters, GPA develops a guideline portfolio strategy plan, as discussed below under ***Item 8 - Methods of Analysis, Investment Strategies, and Risk of Loss***, based on the client's investment objectives circumstances, cash flow analysis and risk tolerance. A client's strategic plan is based on information the client supplies about their financial situation, goals, and sensitivity to price change given market changes. Our recommendations and investment selections may not be suitable if the client does not provide us with accurate and complete information. It is the client's responsibility to keep GPA informed of any changes to their investment objectives or restrictions.

All our clients may impose restrictions on investing in certain securities, industries, domiciles, or sectors. Clients must advise us of any such restrictions in writing.

Assets Under Management

GPA manages its public fund institutional accounts primarily on a non-discretionary basis, but clients can request discretionary contracts on a continuous and regular basis. As of December 31, 2023, our total assets under management were:

Regulatory Assets Under Management

Discretionary Assets	$ 1,755,997,381
Non-Discretionary Assets	$ 18,724,076,911
Total Assets	$ 20,480,074,292

Consulting Assets Under Advisement

Public Funds	$ 20,056,228,138

Total Regulatory Assets Under Management and Consulting Assets Under Advisement

$ 40,536,302,430

ITEM 5 - FEES AND COMPENSATION

Fee Schedule

Investment Management Services

We typically charge clients a fixed asset management fee for investment management services, which generally ranges from 3 to 20 basis points of assets under management as of the initial contract date. Some clients pay more or less than others depending on certain factors, including the type and size of the account, the range of additional services provided to the client, and the total amount of assets manage for a group of related clients. The fee is specified in the contract terms that are agreed upon by both parties. Client contracts may provide that, if assets under management exceed a stated amount during the term of the contract, the fees are subject to negotiation for the remainder of the term. Any fees based on asset size may be adjusted annually.

Consulting Services

GPA performs Consulting Services that may include portfolio oversight, portfolio strategy, compliance review, investment management process consultation and portfolio reporting. Consulting Services do not include specific security recommendations or executing transactions on behalf of Consulting clients.

GPA calculates fees for consulting services on either: (a) a fixed fee basis based on a scope of services request and subject to the specific arrangement reached by each client; or (b) an hourly basis, ranging from a minimum rate of $350 per hour. An estimate of the total hours will be provided at the start of the relationship, and there may be a stated "not to exceed" dollar amount.

Payment of Fees

GPA's advisory fees for investment advisory services are payable either monthly or quarterly, in arrears, based on the fee provided in the investment management agreement. GPA will invoice based on the agreement terms and will receive payment by check, ACH or wire transfer. If your agreement begins during a payment period, we will prorate the fee you pay for the initial partial payment period, based on the number of days from the beginning of your agreement until the end of the initial payment period.

GPA's fees for consulting services are payable monthly, quarterly, or annually, depending on the terms of the contract, and may be billed either in advance or in arrears. The contract will specify the terms for payment.

Either party may terminate the agreement upon thirty (30) days written notice to the other party. If you pay fees in advance and if your agreement with us terminates during a payment period, we will refund a pro rata portion of the fee you paid for that quarter, based on the number of days between the end of the 30-day notice period and the end of the payment period. GPA will submit an invoice to the client showing the advisory fees due for services rendered and not yet paid.

Other Fees and Expenses

GPA's fees do not include custodian fees. Clients pay all commissions and other charges incurred in connection with transactions in accounts, from the assets in the account. These charges are in addition to the fees client pays to GPA. See ***Item 12 - Brokerage Practices*** below for more information on the factors that GPA considers in selecting or recommending broker-dealers for client transactions and determining the reasonableness of their compensation (e.g., commissions).

No Compensation from Sales or Purchases of Securities

GPA and its employees do not accept compensation for the sale or purchase of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

ITEM 6 - PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

GPA and its employees do not accept "performance-based fees" (fees based on a share of capital gains on or capital appreciation of the client assets).

ITEM 7 - TYPES OF CLIENTS

GPA provides investment management services, on a non-discretionary or discretionary basis, to the following types of clients:

- State and Municipal Government Entities
- Special Municipal Districts
- Risk Management Pools for Government Entities
- Universities
- Power Districts
- Transit Authorities
- School Districts
- High Net Worth Individuals and Trusts
- Water & Wastewater Districts

Other types of clients that may benefit from our services are:

- Banking institutions
- Corporations and other businesses
- Foundations and other charitable organizations

ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

Methods of Analysis and Investment Strategies

For most clients, it is the objective of GPA to develop a guideline portfolio strategy ("GPS"). The GPS seeks to meet the client's short-term liquidity, capital preservation, and return objectives, as set forth in the client's investment policy and guidelines, by outlining the specific goals of the client's liquidity portfolio and core investment portfolio. Developing the GPS involves:

1) Assess liquidity needs: all clients are asked to complete an initial assessment to determine the required amount of funds to maintain in liquidity balances,

2) Determine core fund balances: Once liquidity balances are determined a target amount for the core investment portfolios will be determined,

3) Benchmark evaluation: A risk and return assessment is completed to determine an appropriate market benchmark for the investment portfolio,

4) Portfolio investment parameters: A portfolio duration range based on historical yields and the benchmark is reviewed and investment policy constraints are applied,

5) Credit and asset allocation: Target ranges for asset allocation and credit securities are developed,

6) Adoption of the GPS is completed.

Investing Involves Risk

Liquidity Risks:

Public funds should define a targeted amount of funds to be dedicated to meet liquidity needs. This process allows an entity from being forced to sell a security at a loss to meet funding requirements.

General Risks

Investing in securities involves risk of losing your principal (invested amount) and any profits you have not realized. You should be prepared to bear that risk. The prices of securities held in client accounts and the income generated fluctuate substantially over time. In addition, as recent global and domestic economic events have shown, the performance of any investment is not guaranteed.

Our agreement with you states that we are not liable to you for

- any loss you suffer because of the performance, either historical or prospective, of any investment manager or investment we recommend or make for you
- any loss you suffer because we follow your oral or written instructions

- any act or failure to act by any custodian or broker
- any act or use of reporting information as book of record, all data must be verified by the client to custodial statements

Nevertheless, nothing in our agreement constitutes your waiver of any legal right under applicable federal or state securities laws or any other law whose applicability may not be waived through contract. If there is a discrepancy between the information in this brochure and your agreement with us, your agreement will control.

Risks Associated with Investing in U.S. Treasury Securities

U.S. Treasury securities include direct obligations of the U.S. Treasury, such as Treasury bills, notes, and bonds. For these securities, the U.S. government unconditionally guarantees the payment of principal and interest, resulting in the highest possible credit quality. Fluctuations in interest rates subject U.S. Treasury securities to variations in market value. However, they are paid in full when held to maturity.

Risks Associated with Investing in Government Sponsored Enterprise or Federal Agency Obligations

Federal agency securities are neither direct obligations of, nor guaranteed by, the U.S. government. These obligations include securities issued by certain U.S. government agencies and government-sponsored entities. However, they generally involve some form of federal sponsorship: some operate under a government charter; specific types of collateral back some; the issuer's right to borrow from the Treasury supports some; and only the credit of the issuing government agency or entity supports others. These agencies and entities include, but are not limited to, the Federal Home Loan Bank, Federal Home Loan Mortgage Corporation (Freddie Mac), Federal National Mortgage Association (Fannie Mae), and the and Federal Farm Credit Bank System.

On September 7, 2008, Freddie Mac and Fannie Mae were placed into conservatorship by their new regulator, the Federal Housing Finance Agency. Simultaneously, the U.S. Treasury made a commitment of indefinite duration to maintain the positive net worth of both firms.

Risks Associated with Investing in Corporate Notes and Bonds

Corporate notes and bonds are debt obligations issued by corporations to borrow money. These are bonds that a corporation issues to raise money for a variety of purposes. The term can be one day to 100 years but generally are issued with a maturity date falling at least one year after the issue date. Commercial paper is sometimes used as a borrowing instrument by corporations with maturities under 397 Days. Corporate notes and bonds are typically rated by S&P Global Ratings, Moody's Investors Service, or Fitch Ratings. GPA will recommend bonds for client portfolios based on the specific rating constraints of the client. Commercial paper is rated on a short-term scale and corporate notes are rated on a long-term scale. GPA maintains ongoing credit monitoring of all the bonds and commercial paper positions held in portfolios. Some corporate bonds have embedded call options that allow the issuer to redeem the debt before its maturity date.

- Liquidity Risk – The risk that investors may have difficulty finding a buyer when they want to sell and may be forced to sell at a significant discount to intrinsic value or par value. Liquidity risk is greater for thinly traded securities such as lower-rated bonds, bonds that were part of a small issue, or bonds sold by an infrequent issuer.

- Credit Risk – Credit risk includes the risk that a borrower will be unable to make interest or principal payments when they are due and therefore default. Corporate bonds are obligations of corporations who are subject to changes in industry and business conditions.

- Legislative Risk – Corporations are subject to legislation that may negatively impact their operations or their ability to operate.

Risks Associated with Investing in Municipal Bonds

Municipal bonds are debt obligations generally issued to obtain funds for various public purposes, including the construction of public facilities. Municipal bonds can be fully taxable or tax-exempt from either state, federal or local taxes. Investing in municipal bonds carries the same general risks as investing in bonds in general. Those risks include interest rate risk, reinvestment risk, inflation risk, market risk, call or redemption risk, credit risk, and liquidity and valuation risk. Investing in municipal bonds carries risk unique to these types of bonds, which may include:

- Legislative Risk – Legislative risk includes the risk that a change in the tax code could affect the value of taxable or tax-exempt interest income.

- Liquidity Risk – The risk that investors may have difficulty finding a buyer when they want to sell and may be forced to sell at a significant discount to intrinsic value or par value. Liquidity risk is greater for thinly traded securities such as lower-rated bonds, bonds that were part of a small issue, bonds that have recently had their credit rating downgraded or bonds sold by an infrequent issuer. Municipal bonds may be less liquid than other bonds.

- Credit Risk – Credit risk includes the risk that a borrower will be unable to make interest or principal payments when they are due and therefore default. To reduce investor concern, insurance policies that guarantee repayment in the event of default back certain municipal bonds.

Risks Associated with Investing in Mortgage-backed, Asset-backed and other Securitized Securities

GPA may invest client's accounts in various debt obligations backed by pools of mortgages or other assets including, but not limited to, loans on single-family residences, home equity loans, mortgages on commercial buildings, credit card receivables, auto loans, auto leases, leases on airplanes or loans and leases on other equipment. Principal and interest payments made on the underlying asset pools backing these obligations typically pass through to investors, net of any fees paid to any asset servicer, trustee, insurer or any guarantor of the securities.

- Liquidity Risk – The risk that investors may have difficulty finding a buyer when they want to sell and may be forced to sell at a significant discount to intrinsic value or par value.

Liquidity risk is greater for thinly traded securities such as lower-rated bonds, bonds that were part of a small issue or bonds sold by an infrequent issuer.

- Credit Risk – Securitized assets that are not fully guaranteed by a government entity are ultimately subject to the performance of the underlying assets. Materially negative performance of underlying assets may result in total or partial loss in principal to investors.

- Structural Risk - Securitized assets have varying levels of structural enhancement designed to increase or decrease risk. In non-government guaranteed securities, there is no guarantee that structural enhancements will prove sufficient for investors to avoid loss of principal.

- Prepayment Speeds – Securitized assets are typically priced under the assumption that underlying loans and/or leases will be paid according to an assumed schedule. Material differences in actual payments from assumed payments can materially alter an investors outcome. Changes in speeds are typically related to movements in interest rates or macroeconomic developments.

  Legislative Risk – Securitized assets often rely on the ability to foreclose, take title and resale underlying assets in order to satisfy debtholder claims. Legislative changes that inhibit or impair the ability of the asset servicer to take possession and sell assets may result in partial or total loss for investors.

Risks Associated with Investing in Bank Deposits and Certificates of Deposit

Banks will issue term certificates of deposit or bank deposits that may be a short-term investment alternative for GPA clients. GPA will follow the client's investment policy constraints guiding bank deposits and collateral. Bank deposits or certificates of deposit that exceed Federal Deposit Insurance Corporation's (FDIC) insured limit maybe subject to loss.

Risks Associated with Investing in Mutual Funds or Exchange Traded Funds (ETF's).

ETF's and Mutual Funds are shares of a diversified investment company and are registered pursuant to the Investment Company Act of 1940. ETF's and Mutual Funds may invest in a broad array of investments and may be either actively or passively managed.

- Liquidity Risk – In volatile markets, the liquidity of Mutual Funds and ETF's may be impacted due to the nature of the funds.

- Pricing Risk – ETF's – NAV versus Market Value -Unlike mutual funds, ETF shares are traded on a national stock exchange and at market prices that may or may not be the same as the net asset value ("NAV") of the shares, that is, the value of the ETF's assets minus its liabilities divided by the number of shares outstanding.

Risks Associated with Investing in Other Debt Securities (Bonds)

GPA may also invest in or provide investing advice on other fixed income products that are allowable under the client's investment policy. Issuers use debt securities to borrow money. Generally, issuers pay investors periodic interest and repay the amount borrowed either periodically during the life of the security and/or at maturity. Alternatively, investors can purchase other debt securities, such as zero-coupon bonds, which do not pay current interest, but rather are priced at a discount from their face values and their values accrete over time to face value at maturity. The market prices of debt securities fluctuate depending on such factors as interest rates, credit quality, and maturity. In general, market prices of debt securities decline when interest rates rise and increase when interest rates fall. The longer the time to a bond's maturity, the greater the price changes given interest rate moves.

Certain additional risk factors relating to debt securities include:

- Reinvestment Risk – When interest rates are declining, investors must reinvest their interest income and any return of principal, whether scheduled or unscheduled, at lower prevailing rates.

- Inflation Risk – Inflation causes tomorrow's dollar to be worth less than today's; in other words, it reduces the purchasing power of a bond investor's future interest payments and principal, collectively known as "cash flows." Inflation also leads to higher interest rates, which in turn leads to lower bond prices.

- Interest Rate and Market Risk – Debt securities may be sensitive to economic changes, political and corporate developments, and interest rate changes. Investors can also expect periods of economic change and uncertainty, which can result in increased volatility of market prices and yields of certain debt securities. For example, prices of these securities can be affected by financial contracts held by the issuer or third parties (such as derivatives) relating to the security or other assets or indices.

- Call Risk – Debt securities may contain redemption or call provisions entitling their issuers to redeem them at a specified price on a date prior to maturity. If an issuer exercises these provisions in a lower interest rate market, the account would have to replace the security with a lower yielding security, resulting in decreased income to investors.

- Prepayment Risk – Mortgage-backed securities, commercial mortgage backed securities, and other types of asset-backed related debt generally allow the borrower to prepay or pay off their entire principal balance at any time. This means investors may receive less money than expected to reinvest at a high rate when rates rise and/or more money than expected to reinvest at a low rate when rates fall. Usually, a bond is called at or close to par value. This subjects investors that paid a premium for their bond to a risk of lost principal. Prices of callable bonds are unlikely to move much above the call price if lower interest rates make the bond likely to be called.

- Credit Risk – If the issuer of a debt security defaults on its obligations to pay interest or principal or is the subject of bankruptcy proceedings, the account may incur losses or expenses in seeking recovery of amounts owed to it.

- Liquidity and Valuation Risk – There may be little trading in the secondary market for debt securities, which may affect adversely the account's ability to value accurately or dispose of such debt securities. Adverse publicity and investor perceptions, whether based on fundamental analysis, may decrease the value and/or liquidity of debt securities.

It may be possible to reduce the risks described above through diversification of the client's portfolio and by credit analysis of each issuer, as well as by monitoring broad economic trends and corporate and legislative developments, but there can be no assurance that we will be successful in doing so. Credit ratings for debt securities provided by rating agencies reflect an evaluation of the safety of principal and interest payments, not market value risk. The rating of an issuer is a rating agency's view of past and future potential developments related to the issuer and may not necessarily reflect actual outcomes. There can be a lag between the time of developments relating to an issuer and the time a rating is assigned and updated.

Bond rating agencies may assign modifiers (such as +/-) to ratings categories to signify the relative position of a credit within the rating category. Unless we state otherwise, clients should include any security within that category without considering the modifier when reading their investment policies based on ratings categories.

ITEM 9 - DISCIPLINARY INFORMATION

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of us or the integrity of our management.

GPA and our personnel seek to maintain the highest level of business professionalism, integrity, and ethics. GPA does not have any disciplinary information to disclose.

ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

We are obligated to disclose if we, any of our "supervised persons" (meaning our employees and independent contractors), or any of our affiliates are involved in other financial industry activities, such as those of a broker-dealer, commodity pool operator or a futures commission merchant. We are also obligated to disclose if we receive compensation from other advisers for recommending or selecting those advisers for you. GPA does not have any financial industry activities or affiliations to disclose.

ITEM 11 - CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

Code of Ethics

We have adopted a code of ethics that applies to all our supervised persons and emphasizes the high standards of conduct and fair dealings we place on the interests of our clients. Our Chief Compliance Officer ("CCO") administers and enforces our code of ethics. Our clients may request a copy of our code of ethics by contacting our CCO, Deanne Woodring, at (503) 248-9973 or the address on the cover page of this brochure.

Our code of ethics requires our supervised persons to:

- Comply with applicable federal and state securities laws
- Conduct themselves with integrity and act ethically in their dealings with the public, clients and professional associates
- Fulfill their duty of loyalty by acting solely in our clients' best interests
- Strive to provide long-term client satisfaction
- Disclose any conflict of interest
- Adhere to our policies limiting the giving or receiving of gifts and business entertainment
- Adhere to our policies limiting the giving of political contributions
- Report any violation of our compliance manual to our CCO as soon as possible

Participation or Interest in Client Transactions and Personal Trading Practices

GPA and our supervised persons may purchase or sell securities for themselves, regardless of whether the transaction would be appropriate for a client's account. GPA and our supervised persons may purchase or sell securities for themselves that we also recommend for clients. This includes related securities (e.g., warrants, options, or futures). This presents a potential conflict of interest, due to the nature of fixed income market. GPA will not favor our personal trades over client transactions when allocating trades or use the information about the transactions we intend to make for clients to our personal benefit by trading ahead of clients.

Our policies to address these conflicts include the following:

- GPA prohibits trading in a manner that takes personal advantage of price movements caused by client transactions.
- GPA prohibits any employee from purchasing or selling on the same day the same security that was purchased or sold by a GPA client.
- Except as otherwise noted below, GPA requires our personnel to obtain pre-approval from the Chief Compliance Officer for personal trades that present potential conflicts.
- GPA requires our personnel to report personal securities transactions on a quarterly basis.

- GPA does not typically aggregate orders for clients in the same securities, nor does it aggregate trades in like securities among client accounts together with accounts of GPA and our supervised persons.

Under certain limited circumstances and when it does not impose conflicts upon our clients, we make exceptions to the policies stated above. GPA will maintain records of these trades, including the reasons for any exceptions.

ITEM 12 - BROKERAGE PRACTICES

Broker Selection

GPA's clients maintain one or more accounts with an independent qualified custodian of the client's choice. Each client has a separate process for custodian selection that is independent of GPA. When possible, GPA executes all fixed income trades using a competitive bid or offer process with an approved broker/dealer list that is managed by GPA. Certain fixed income transactions are not performed on a competitive basis given the nature of the process. Such exceptions may include primary market issuance, securities offered directly by the issuer, securities bid or offered by only one counterparty or other unique transactions where a competitive process is not feasible or desirable. ETF trades may be transacted using a competitive bid or offer process, transacted on an exchange through a broker, or transacted using algorithmic methods that seek a certain outcome given the nature or size of the transaction. The broker/dealer list will be presented to the client for approval and will be updated periodically. The broker/dealer list submitted for approval will be composed from a field of qualified broker/dealers and will be selected based on the following criteria:

- pricing
- service execution
- financial stability and reputation
- financial strength
- firm history

Individual broker FINRA report review, Research and Other Soft Dollar Benefits

GPA pays for its research from several vendors and utilizes Bloomberg for analytical research. GPA does obtain access to research from certain brokerage relationships; however, GPA does not have any formal soft dollar arrangements in place. GPA performs all transactions on a best execution basis.

Directed Brokerage Transactions

Clients are discouraged from directing GPA to use a particular broker-dealer for all trading. Upon a client's request, GPA may add a broker-dealer to its approved list, but the determination as to which broker-dealer(s) will be used for specific transactions remains in GPA's discretion.

Aggregation and Allocation of Transactions

GPA does not typically aggregate transactions. GPA presents investment proposals that are specific to the individual needs of each client and receives verbal confirmation that instructs GPA to proceed with the security transaction. We execute each transaction in the order of receipt from each client. However, if there are opportunities to aggregate and allocate transactions, all clients will be treated fairly, and allocations will be determined by our order received process.

Trade Error Policy

When placing trades for client accounts, investment advisers owe clients a duty of care to place orders correctly and promptly resolve any trade errors identified. If a trade error occurs, we will make the client whole, so it is not disadvantaged. Any net gain or loss resulting from an error will be recorded in an account for trade errors.

ITEM 13 - REVIEW OF ACCOUNTS

We manage portfolios on a continuous basis and generally review all positions in client accounts at least monthly. We offer account reviews to clients on a periodic basis depending on the scope of services defined in a client advisory agreement with GPA. The Portfolio Advisors conduct all reviews based on a variety of factors. These factors may include but are not limited to stated investment objectives, economic environment, outlook for the securities markets, and the merits of the securities in the accounts. A periodic review may occur if there is significant cash flow change in the account, a political event, or a change in the client's financial situation.

Each client receives a written month-end report from GPA that includes an accounting of all holdings and transactions. In addition, GPA provides a written quarterly report that summarizes activity and performance over that period. The information in our reports may vary from custodial statements based on accounting procedures, reporting dates or valuation methodologies of certain securities.

Most of our clients request us to include their LGIP balances and Bank balances as part of our scope of service. We rely on the data provided by our clients for these balances and request statements when available.

ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION

Currently, GPA does not have any engagement in any solicitor agreements and does not receive any fees for client referrals.

ITEM 15 - CUSTODY

We do not provide custodial services to our clients. Our client's assets must be held by an independent bank, registered broker-dealer or other "qualified custodian". The client will receive statements directly from the qualified custodian monthly. The statements will reflect funds and securities held with the qualified custodian as well as any transactions that occurred in the account, including the deduction of our fee.

Clients should carefully review the account statements they receive from the qualified custodian and compare these reports to the reports sent from GPA. The information in our reports may vary from your custodial statements based on accounting procedures, reporting dates or valuation methodologies of certain securities. If the information from your custodial statement differs from the information GPA provides, we encourage you to contact our CCO immediately. Clients who do not receive a statement from their qualified custodian at least quarterly should also notify us. GPA does reconcile to our clients bank custodial statements on a monthly basis.

GPA does not have physical custody of clients' funds or securities. However, due to our ability to directly bill advisory fees through the custodial client accounts, GPA is deemed to have custody. GPA will follow the requirements of the Advisers Act, which includes having a reasonable basis the custodian is delivering account statements to our clients directly on at least a quarterly basis.

ITEM 16 - INVESTMENT DISCRETION

GPA offers services to public funds on a discretionary or non-discretionary basis. Many public funds have either statutory or oversight constraints that do not allow them to give investment discretion to investment managers. The contract will specify the non-discretionary role and the transaction process whereby all transaction process will be reviewed to determine the requirements before execution. The custodian banks will request authorization to GPA from the client to accept trade information and shared access to view the client's account.

Clients may grant GPA full discretion to decide the specific security to trade, the quantity, and the timing of transactions for client accounts. In such cases, GPA will not contact clients before placing trades in their account, but clients will receive confirmations directly from the broker for any trades placed. Clients grant discretionary authority in the specific contract. Clients also give us trading authority in the contract and have documents signed with the custodian bank to share information regarding the account.

ITEM 17 - VOTING CLIENT SECURITIES

GPA does not accept or have the authority to vote proxies for client's securities. Accordingly, we have not adopted a proxy voting policy. Clients will receive proxies or other solicitations directly from their custodian. We do not provide advice with respect to securities solicitations.

GPA does not instruct or give advice to clients on whether to participate as a member of class action lawsuits and will not automatically file claims on the client's behalf. However, if a client notifies us that they wish to participate in a class action, we will provide the client with any transaction information pertaining to the client's account needed for the client to file a proof of claim in a class action.

ITEM 18 - FINANCIAL INFORMATION

Registered investment advisers are required to disclose any financial condition that could impair our ability to meet our contractual obligations to you. We must also disclose if we have been the subject of any bankruptcy proceeding within the last 10 years.

We have no such financial condition to disclose to you, and we have never been the subject of any bankruptcy proceeding.

Form ADV, Part 2B

Brochure Supplement

Deanne Woodring, CFA
President and Senior Portfolio Advisor
Government Portfolio Advisors LLC
6650 SW Redwood Lane, Suite 365
Portland, OR 97224
(503) 248-9973
Fax: (971) 266-8825

February 28, 2024

This firm brochure supplement, ADV Part 2B, provides information about the advisory professionals of Government Portfolio Advisors LLC ("GPA") that supplements the firm brochure, ADV Part 2A. Please contact us at (503) 248-9973 or email Dave@gpafixedincome.com, if you did not receive GPA's firm brochure or if you have any questions about the contents of this supplement. The information in this supplement has not been approved or verified by the United States Securities and Exchange Commission (the "SEC") or by any state securities authority.

More information about Deanne Woodring is available at the SEC's website www.adviserinfo.sec.gov.

ITEM 2 - EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

Deanne Woodring, President and Chief Compliance Officer, Senior Advisor, born 1960

Education:

University of Oregon, BS Business Finance, 1982
University of Washington Foster Business School, MBA Business, 2001

Business Background:

Government Portfolio Advisors LLC, President & Senior Portfolio Advisor, 2014 to present
Davidson Fixed Income Management, Inc., Managing Director & Portfolio Manager, 2006-2014
D.A. Davidson & Co., Managing Director, 2002-2014
Piper Jaffray and Company, Investment Services to Public Entities, 1986-2002
Boettcher and Company, Special Partner- Investment Sales, 1983-1986
Paine Webber, Sales Assistant, 1982-1983

Professional Designations

Chartered Financial Analyst, 1989

The Chartered Financial Analyst ("CFA") designation is sponsored by CFA Institute. To earn a CFA charter, candidates must have four years of qualified investment work experience, become a member of CFA Institute, pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct on an annual basis, apply for membership to a local CFA member society, and complete the CFA Program. The CFA Program is organized into three levels, each culminating in a six-hour exam. The three proctored course exams correspond to three 250-hour self-study levels. Completing the Program takes most candidates between two and five years. More information regarding the CFA is available at https://www.cfainstitute.org.

FINRA Registration

Series 63 and 65 are held under Government Portfolio Advisors.

ITEM 3 - DISCIPLINARY INFORMATION

We are obligated to disclose any disciplinary event that would be material to you when evaluating Ms. Woodring. There are no legal or disciplinary events to disclose regarding Deanne Woodring.

ITEM 4 - OTHER BUSINESS ACTIVITIES

Ms. Woodring serves on the Oregon Short-Term Fund Board and is appointed by the Oregon State Treasurer.

ITEM 5 - ADDITIONAL COMPENSATION

Ms. Woodring is compensated solely by Government Portfolio Advisors, LLC ("GPA") for the services she provides to the firm and are described in detail in our firm brochure. Ms. Woodring does not receive any additional compensation or economic benefit from any unaffiliated person, company or organization in connection with the services provided to GPA.

ITEM 6 - SUPERVISION

Mr. Dave Westcott, Chief Executive Officer and Chief Investment Officer of GPA, is responsible for supervising Ms. Woodring's activities and can be reached at (503) 248-9973 or at the contact information included on the cover of this brochure supplement.

Form ADV, Part 2B

Brochure Supplement

David R. Westcott, CFA
Chief Executive Officer
Government Portfolio Advisors LLC
6650 SW Redwood Lane, Suite 365
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(503) 248-9973
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February 28, 2024

This firm brochure supplement, ADV Part 2B, provides information about the advisory professionals of Government Portfolio Advisors LLC ("GPA") that supplements the firm brochure, ADV Part 2A. Please contact us at (503) 248-9973 or email Deanne@gpafixedincome.com, if you did not receive GPA's firm brochure or if you have any questions about the contents of this supplement. The information in this supplement has not been approved or verified by the United States Securities and Exchange Commission (the "SEC") or by any state securities authority.

More information about David Westcott is available at the SEC's website www.adviserinfo.sec.gov.

ITEM 2 - EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

David R. Westcott, CFA - Chief Executive Officer and Chief Investment Officer, Senior Advisor, born 1955

Education:

Lewis and Clark College, BS Business Administration, 1977

Business Background:

Government Portfolio Advisors LLC, Chief Executive Officer, 2014 to present
Davidson Fixed Income Management, Inc., Managing Director & Portfolio Manager, 2006-2014
D.A. Davidson & Co., Managing Director, 2002-2014
Piper Jaffray and Company, Managing Director of Fixed Income, 1986-2002
Boettcher and Company, Managing Partner, 1983-1986
Paine Webber, Senior Vice President of Sales, 1977-1983

Professional Designations

Chartered Financial Analyst, 1989

The Chartered Financial Analyst ("CFA") designation is sponsored by CFA Institute. To earn a CFA charter, candidates must have four years of qualified investment work experience, become a member of CFA Institute, pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct on an annual basis, apply for membership to a local CFA member society, and complete the CFA Program. The CFA Program is organized into three levels, each culminating in a six-hour exam. The three proctored course exams correspond to three 250-hour self-study levels. Completing the Program takes most candidates between two and five years. More information regarding the CFA is available at https://www.cfainstitute.org.

FINRA Registration

Series 63 and 65 are held under Government Portfolio Advisors.

ITEM 3 - DISCIPLINARY INFORMATION

We are obligated to disclose any disciplinary event that would be material to you when evaluating Mr. Westcott. There are no legal or disciplinary events to disclose regarding Mr. Westcott.

ITEM 4 - OTHER BUSINESS ACTIVITIES

Mr. Westcott has no reportable business activities.

ITEM 5 - ADDITIONAL COMPENSATION

Mr. Westcott is compensated solely by Government Portfolio Advisors, LLC ("GPA") for the services he provides to the firm and are described in detail in our firm brochure. Mr. Westcott does not receive any additional compensation or economic benefit from any unaffiliated person, company or organization in connection with the services provided to GPA.

ITEM 6 - SUPERVISION

Ms. Deanne Woodring, President and Chief Compliance Officer of GPA, is responsible for supervising Mr. Westcott's activities and can be reached at (503) 248-9973 or at the contact information included on the cover of this brochure supplement.

Form ADV, Part 2B

Brochure Supplement

Michael C. Clark,
Director of Trading and Operations and Senior Portfolio Advisor
Government Portfolio Advisors LLC
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February 28, 2024

This firm brochure supplement, ADV Part 2B, provides information about the advisory professionals of Government Portfolio Advisors LLC ("GPA") that supplements the firm brochure, ADV Part 2A. Please contact us at (503) 248-9973 or email Deanne@gpafixedincome.com, if you did not receive GPA's firm brochure or if you have any questions about the contents of this supplement. The information in this supplement has not been approved or verified by the United States Securities and Exchange Commission (the "SEC") or by any state securities authority.

More information about Michael C. Clark is available at the SEC's website www.adviserinfo.sec.gov.

ITEM 2 - EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

Michael C. Clark, Director of Portfolio Management and Operations, Senior Advisor, born 1968

Education:

Oregon State University, BS Business Administration, 1990

Business Background:

Government Portfolio Advisors LLC, Senior Portfolio Advisor, 2015 to present
Wedbush Securities, Municipal Bond Trader and Underwriter, 2007-2014
Seattle Northwest Securities Corp, Municipal Bond Trader and Underwriter 1997-2007
US Bank of Oregon, Municipal Bond Trader, 1991-1997

FINRA Registration

Series 63 and 65 are held under Government Portfolio Advisors.

ITEM 3 - DISCIPLINARY INFORMATION

We are obligated to disclose any disciplinary event that would be material to you when evaluating Mr. Clark. There are no legal or disciplinary events to disclose regarding Mr. Clark.

ITEM 4 - OTHER BUSINESS ACTIVITIES

Mr. Clark has not business activity to disclose.

ITEM 5 - ADDITIONAL COMPENSATION

Mr. Clark is compensated solely by Government Portfolio Advisors, LLC ("GPA") for the services he provides to the firm and are described in detail in our firm brochure. Mr. Clark does not receive any additional compensation or economic benefit from any unaffiliated person, company or organization in connection with the services provided to GPA.

ITEM 6 - SUPERVISION

Ms. Deanne Woodring, President and Chief Compliance Officer of GPA, is responsible for supervising Mr. Clark's activities and can be reached at (503) 248-9973 or at the contact information included on the cover of this brochure supplement.

Form ADV, Part 2B

Brochure Supplement

Mitchell Henke
Government Portfolio Advisors LLC
6650 SW Redwood Lane, Suite 365
Portland, OR 97224
(503) 248-9973
Fax: (971) 266-8825

February 28, 2024

This firm brochure supplement, ADV Part 2B, provides information about the advisory professionals of Government Portfolio Advisors LLC ("GPA") that supplements the firm brochure, ADV Part 2A. Please contact us at (503) 248-9973 or email Deanne@gpafixedincome.com, if you did not receive GPA's firm brochure or if you have any questions about the contents of this supplement. The information in this supplement has not been approved or verified by the United States Securities and Exchange Commission (the "SEC") or by any state securities authority.

More information about Mitchell Henke is available at the SEC's website www.adviserinfo.sec.gov.

ITEM 2 - EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

Mitchell Henke, Chief Operating and Strategy Officer, Senior Advisor, born 1985

Education:

Santa Clara University, BS in Finance, 2008

Business Background:

Government Portfolio Advisors LLC, Chief Operating & Strategy Officer , January 2024 - present
Fisher Investments, Vice President, 2014 – January 2024

ITEM 3 - DISCIPLINARY INFORMATION

We are obligated to disclose any disciplinary event that would be material to you when evaluating Mr. Henke. There are no legal or disciplinary events to disclose regarding Mr. Henke.

ITEM 4 - OTHER BUSINESS ACTIVITIES

Mr. Henke has no reportable business activities.

ITEM 5 - ADDITIONAL COMPENSATION

Mr. Henke is compensated solely by Government Portfolio Advisors, LLC ("GPA") for the services he provides to the firm and are described in detail in our firm brochure. Mr. Henke does not receive any additional compensation or economic benefit from any unaffiliated person, company or organization in connection with the services provided to GPA.

ITEM 6 - SUPERVISION

Ms. Deanne Woodring, President and Chief Compliance Officer of GPA, is responsible for supervising Mr. Henke's activities and can be reached at (503) 248-9973 or at the contact information included on the cover of this brochure supplement.

Form ADV, Part 2B

Brochure Supplement

Ryan Abou-Haidar
Government Portfolio Advisors LLC
6650 SW Redwood Lane, Suite 365
Portland, OR 97224
(503) 248-9973
Fax: (971) 266-8825

February 28, 2024

This firm brochure supplement, ADV Part 2B, provides information about the advisory professionals of Government Portfolio Advisors LLC ("GPA") that supplements the firm brochure, ADV Part 2A. Please contact us at (503) 248-9973 or email Deanne@gpafixedincome.com, if you did not receive GPA's firm brochure or if you have any questions about the contents of this supplement. The information in this supplement has not been approved or verified by the United States Securities and Exchange Commission (the "SEC") or by any state securities authority.

More information about Ryan Abou-Haidar is available at the SEC's website www.adviserinfo.sec.gov.

ITEM 2 - EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

Ryan Abou-Haidar, Portfolio Manager, Associate Advisor, born 1988

Education:

Portland State University: BS in Finance, 2019, BS in Science, 2011.

Business Background:

Government Portfolio Advisors LLC, Portfolio Manager/Advisor November 2018 – present

Professional Designations

Chartered Financial Analyst, 2023

The Chartered Financial Analyst ("CFA") designation is sponsored by CFA Institute. To earn a CFA charter, candidates must have four years of qualified investment work experience, become a member of CFA Institute, pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct on an annual basis, apply for membership to a local CFA member society, and complete the CFA Program. The CFA Program is organized into three levels, each culminating in a six-hour exam. The three proctored course exams correspond to three 250-hour self-study levels. Completing the Program takes most candidates between two and five years. More information regarding the CFA is available at https://www.cfainstitute.org.

FINRA Registration

Series 66 is held under Government Portfolio Advisors

ITEM 3 - DISCIPLINARY INFORMATION

We are obligated to disclose any disciplinary event that would be material to you when evaluating Mr. Abou-Haidar. There are no legal or disciplinary events to disclose regarding Mr. Abou-Haidar.

ITEM 4 - OTHER BUSINESS ACTIVITIES

Mr. Abou-Haidar has no reportable business activities.

ITEM 5 - ADDITIONAL COMPENSATION

Mr. Abou-Haidar is compensated solely by Government Portfolio Advisors, LLC ("GPA") for the services he provides to the firm and are described in detail in our firm brochure. Mr. Abou-Haidar does not receive any additional compensation or economic benefit from any unaffiliated person, company or organization in connection with the services provided to GPA.

ITEM 6 - SUPERVISION

Ms. Deanne Woodring, President and Chief Compliance Officer of GPA, is responsible for supervising Mr. Abou-Haidar’s activities and can be reached at (503) 248-9973 or at the contact information included on the cover of this brochure supplement.

Form ADV, Part 2B

Brochure Supplement

Whitney L. Maher, Client Service Manager
Government Portfolio Advisors LLC
6650 SW Redwood Lane, Suite 365
Portland, OR 97224
(503) 248-9973
Fax: (971) 266-8825

February 28, 2024

This firm brochure supplement, ADV Part 2B, provides information about the advisory professionals of Government Portfolio Advisors LLC ("GPA") that supplements the firm brochure, ADV Part 2A. Please contact us at (503) 248-9973 or email Deanne@gpafixedincome.com, if you did not receive GPA's firm brochure or if you have any questions about the contents of this supplement. The information in this supplement has not been approved or verified by the United States Securities and Exchange Commission (the "SEC") or by any state securities authority.

More information about Whitney L. Maher is available at the SEC's website www.adviserinfo.sec.gov.

ITEM 2 - EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

Whitney L. Maher, Client Service Manager, Associate Advisor, born 1983

Education:

Portland State University, BA Foreign Languages, 2005

Business Background:

Government Portfolio Advisors LLC, Client Service Manager 2014 to present
Davidson Fixed Income Management, Inc., Investment Analyst, 2006-2014
D.A. Davidson & Co., Operations, Administrative Assistant, 2005-2014

FINRA Registration

Series 66 is held under Government Portfolio Advisors

ITEM 3 - DISCIPLINARY INFORMATION

We are obligated to disclose any disciplinary event that would be material to you when evaluating Ms. Maher. There are no legal or disciplinary events to disclose regarding Ms. Maher.

ITEM 4 - OTHER BUSINESS ACTIVITIES

Ms. Maher has no business activity to disclose.

ITEM 5 - ADDITIONAL COMPENSATION

Ms. Maher is compensated solely by Government Portfolio Advisors, LLC ("GPA") for the services she provides to the firm and are described in detail in our firm brochure. Ms. Maher does not receive any additional compensation or economic benefit from any unaffiliated person, company or organization in connection with the services provided to GPA.

ITEM 6 - SUPERVISION

Ms. Deanne Woodring, President and Chief Compliance Officer of GPA, is responsible for supervising Ms. Maher's activities and can be reached at (503) 248-9973 or at the contact information included on the cover of this brochure supplement.

Cascade Compliance
Cascade Investment Compliance & Verification, LLC

Government Portfolio Advisors
Verification Report

December 31, 2023

Cascade Compliance
Cascade Investment Compliance & Verification, LLC

Austin, TX | Portland, OR
https://cascadecompliance.com
503.887.5842

Independent Verifier's Verification Report

Government Portfolio Advisors
6650 SW Redwood Ln, Ste 365
Portland, OR 97224

We have verified whether Government Portfolio Advisors (the Firm) has, for the periods from February 3, 2014 through December 31, 2023, established policies and procedures for complying with the Global Investment Performance Standards (GIPS®) related to composite and pooled fund maintenance and the calculation, presentation, and distribution of performance that are designed in compliance with the GIPS standards, as well as whether these policies and procedures have been implemented on a firm-wide basis.

The Firm's management is responsible for its claim of compliance with the GIPS standards and the design and implementation of its policies and procedures. Our responsibilities are to be independent from the Firm and to express an opinion based on our verification, which relied in part on verifications by predecessor verification firms from February 3, 2014 through September 30, 2018, whose reports expressed an unqualified opinion thereon. We conducted this verification in accordance with the required verification procedures of the GIPS standards, which includes testing performed on a sample basis. We also conducted such other procedures as we considered necessary in the circumstances.

In our opinion, for the periods from February 3, 2014 through December 31, 2023, the Firm's policies and procedures for complying with the GIPS standards related to composite and pooled fund maintenance, as well as the calculation, presentation, and distribution of performance, have been, in all material respects:

- Designed in compliance with the GIPS standards, and
- Implemented on a firm-wide basis.

This report does not relate to or provide assurance on any specific performance report of the Firm or on the operating effectiveness of the Firm's controls or policies and procedures for complying with the GIPS standards. GIPS® is a registered trademark of CFA Institute. CFA Institute does not endorse or promote this organization, nor does it warrant the accuracy or quality of the content contained herein.

Cascade Compliance LLC

Cascade Investment Compliance & Verification, LLC
March 13, 2024

Cascade Compliance
Cascade Investment Compliance & Verification, LLC

Government Portfolio Advisors
Short Cash Management Composite
Performance Examination Report

December 31, 2023

Cascade Compliance
Cascade Investment Compliance & Verification, LLC

Austin, TX | Portland, OR
https://cascadecompliance.com
503.887.5842

Independent Verifier's Performance Examination Report

Government Portfolio Advisors
6650 SW Redwood Ln, Ste 365
Portland OR 97224

We have verified whether Government Portfolio Advisors (the Firm) has, for the periods from February 3, 2014 through December 31, 2023, established policies and procedures for complying with the Global Investment Performance Standards (GIPS®) related to composite and pooled fund maintenance and the calculation, presentation, and distribution of performance that are designed in compliance with the GIPS standards, as well as whether these policies and procedures have been implemented on a firm-wide basis. We have also examined the Firm's **Short Cash Management Composite** for the periods February 3, 2014 through December 31, 2023.

The Firm's management is responsible for its claim of compliance with the GIPS standards, the design and implementation of its policies and procedures, and for the accompanying **Short Cash Management Composite's** GIPS composite report. Our responsibilities are to be independent from the Firm and to express an opinion based on our verification and performance examination. We conducted this verification and performance examination in accordance with the required verification and performance examination procedures of the GIPS standards, which includes testing performed on a sample basis. We also conducted such other procedures as we considered necessary in the circumstances.

In our opinion, for the periods from February 3, 2014 through December 31, 2023, the Firm's policies and procedures for complying with the GIPS standards related to composite and pooled fund maintenance, as well as the calculation, presentation, and distribution of performance, have been, in all material respects:

- Designed in compliance with the GIPS standards, and
- Implemented on a firm-wide basis.

Also, in our opinion, the Firm has, in all material respects:

- Constructed the **Short Cash Management Composite** and calculated the **Short Cash Management Composite's** performance for the periods from February 3, 2014 through December 31, 2023 in compliance with the GIPS standards, and
- Prepared and presented the accompanying **Short Cash Management Composite's** GIPS composite report for the periods from February 3, 2014 through December 31, 2023 in compliance with the GIPS standards.

This report does not relate to or provide assurance on any specific performance report of the Firm other than the Firm's accompanying **Short Cash Management Composite's** GIPS composite report, or on the operating effectiveness of the Firm's controls or policies and procedures for complying with the GIPS standards. GIPS® is a registered trademark of CFA Institute. CFA Institute does not endorse or promote this organization, nor does it warrant the accuracy or quality of the content contained herein.



Cascade Investment Compliance & Verification, LLC
March 13, 2024

GOVERNMENT PORTFOLIO ADVISORS, LLC.

Short Cash Management Composite – 0-3 Year Treasury
ANNUAL DISCLOSURE PRESENTATION

Year	Total Firm Assets	Composite Assets	Number of Accounts	Benchmark Performance	Benchmark 3 yr Annual Std. Dev.	Gross	Net	Composite Dispersion	Composite 3 yr Annual Std. Dev.
2004*		$10,052,455	1	N/A	N/A*	N/A	N/A	N/A	N/A*
2005		$36,467,831	2	2.10%	N/A*	2.60%	2.43%	N/A	N/A*
2006		$56,528,351	3	4.24%	N/A*	4.93%	4.81%	N/A	N/A*
2007		$205,471,297	8	6.64%	0.69	6.14%	6.04%	0.23	0.69
2008		$491,802,648	12	5.34%	1.11	5.52%	5.46%	0.39	1.11
2009		$456,503,425	12	0.70%	1.24	1.52%	1.46%	0.40	1.24
2010		$533,063,581	12	1.83%	1.20	1.46%	1.40%	0.21	1.20
2011		$683,249,269	11	1.17%	0.45	1.07%	1.02%	0.09	0.45
2012		$856,075,494	12	0.35%	0.36	0.83%	0.79%	0.12	0.36
2013		$909,546,269	14	0.30%	0.44	0.22%	0.18%	0.09	0.44
2014	$2,741,436,945	$1,071,243,764	12	0.46%	0.47	0.70%	0.69%	N/A	0.47
2015	$5,718,949,169	$1,602,672,710	17	0.43%	0.55	0.51%	0.48%	0.08	0.55
2016	$6,669,097,799	$3,055,638,592	23	0.78%	0.57	0.79%	0.76%	0.13	0.57
2017	$8,593,183,972	$2,629,135,472	25	0.55%	0.51	0.71%	0.68%	0.05	0.51
2018	$10,554,872,921	$3,038,508,598	30	1.70%	0.61	1.87%	1.83%	0.08	0.54
2019	$12,787,174,581	$3,304,029,287	32	3.25%	0.71	3.34%	3.30%	0.19	0.62
2020	$11,600,162,380	$2,010,346,232	26	2.49%	0.94	2.52%	2.49%	0.18	0.75
2021	$12,683,654,775	$1,097,108,896	18	-0.37%	0.96	-0.35%	-0.38%	0.10	0.82
2022	$16,725,387,863	$1,072,121,354	16	-2.27%	1.31	-2.24%	-2.27%	0.45	1.22
2023	$20,480,074,292	$819,489,308	4	4.54%	1.54	4.78%	4.74%	0.08	1.52

N/A - Information is not statistically meaningful due to an insufficient number of portfolios in the composite for the entire year.
N.A.* - Information is not statistically meaningful due to an insufficient period of time (36 months).
Note: The composite dispersion only includes the portfolios in each period that were present for that entire period. The three-year calculations are based on monthly returns. Performance and total firm assets presented prior to February 3, 2014 represents the performance record of the portfolio management team while affiliated with a prior firm. Composite three-year standard deviation is calculated using gross returns.
*2004 performance is from the inception of the strategy, 3/31/2004 to 12/31/2004.

Definition of the Firm: Government Portfolio Advisors, "GPA", is a registered investment advisor that specializes in providing customized investment advisory services to public funds. GPA's core business focus is providing fixed income advisory services." GPA firm assets include all regulatory assets under management held in separately managed funds and beginning in 2019 includes liquidity portfolios.

Short Cash Management Composite Description: GPA Short Cash Management Composite contains discretionary fixed income accounts and for comparison purposes is measured against the ICE BAML (Bank of America- Merrill Lynch Treasury 0-3 Index. Government Portfolio Advisors, LLC (GPA) defines discretion as responsibility for sourcing, valuing, and managing the acquisition and disposition of assets. Although some of the Firm's separate accounts require client approval for the acquisition and disposition of assets, GPA defines such portfolios as discretionary because its recommendations are consistent with the investment strategy and such client approvals are typically perfunctory. In

circumstances where GPA inherits legacy holdings and is requested by a client not to sell them, GPA will not consider the portfolio discretionary until the management team can make all investment decisions for the portfolio. This composite consists of portfolios that have the objective to maintain shorter maturity and are invested to provide for secondary liquidity. The portfolios are invested in highly liquid securities for future cash flow requirements. The composite is compared to a 100% treasury benchmark to provide for the ability to apply value attributions from other asset classes. The firm maintains a complete list of composite descriptions, which is available upon request.

Results are based on accounts under management, including those accounts no longer with the firm. Past performance is not indicative of future results. Some of the risk factors for this composite include, but are not limited to: market trading risk, interest rate risk, credit risk, default risk, market risk, liquidity risk, and management and tracking error risk. This composite is primarily susceptible to interest rate risk, as credit risk and default risk generally have a smaller effect on US Treasury and Agency securities. There is no guarantee that the composite will be able to achieve its investment objective and it is possible for portfolios in the composite to lose money.

The Short Cash Management Composite (Formally: Short Treasury Composite) was created on the founding date of GPA on February 3, 2014. Performance presented prior to February 3, 2014 occurred while the portfolio management team was affiliated with a prior firm and was reviewed for compliance with the portability requirements of the GIPS Standards. The Portfolio Management Team remains intact at Government Portfolio Advisors and were the only individuals responsible for selecting securities to buy and sell at the prior firm. Policies for valuing investments, calculating performance, and preparing GIPS reports are available upon request.

The U.S. Dollar is the currency used to show performance. Time-weighted returns are presented gross and net of management fees and include the reinvestment of all income. Net of fee performance was calculated using actual management fees. Beginning in 2019, the annual composite dispersion presented is an equal-weighted standard deviation calculated on the gross returns for the accounts in the composite the entire year. From 2015 to 2018, dispersion presented is an asset-weighted standard deviation calculated on the gross returns. Prior to 2015 dispersion was calculated based off the asset-weighted annual account net returns.

Effective January 1, 2016, the minimum portfolio size for inclusion in the composite is $5,000,000.

The benchmark for this composite is the US Treasury 0–3-year index as reported by ICE Bank of America Merrill Lynch. The index includes all US treasury securities that mature between 0 and 3 years.

The investment management fee schedule for the composite varies depending on asset size. Actual investment advisory fees incurred by clients may vary.

Sample Fee Structure:

Assets Under Management	Basis Point	Fee Range
$10,000,000 or less		Flat Fee - $15,000
$10,000,001 - $25,000,000	12	$15,000 - $ 20,000
$25,000,001 - $50,000,000	8	$20,000- $ 30,000
$50,000,001 - $100,000,000	6	$30,000 - $ 50,000
$100,000,001 - $500,000,000	5	$50,000 - $ 250,000

Government Portfolio Advisors, LLC “GPA” claims compliance with the Global Investment Performance Standards (GIPS®) and has prepared and presented this report in compliance with the GIPS standards. GPA has been independently verified for the periods 2/3/2014 – 12/31/2023. A firm that claims compliance with the GIPS standards must establish policies and procedures for complying with all the applicable requirements of the GIPS standards. Verification provides assurance on whether the firm's policies and procedures related to composite and pooled fund maintenance, as well as the calculation, presentation, and distribution of performance, have been designed in compliance with the GIPS standards and have been implemented on a firm-wide basis. The Short-Cash Management Composite has had a performance examination for the periods 2/3/2014-12/31/2023. The verification and performance examination reports are available upon request.

The Short Treasury Composite also received a performance examination from 3/31/2004 – 12/31/2013 while at a prior firm.

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Cascade Compliance
Cascade Investment Compliance & Verification, LLC

Government Portfolio Advisors Intermediate Treasury Composite Performance Examination Report

December 31, 2023

Cascade Compliance
Cascade Investment Compliance & Verification, LLC

Austin, TX | Portland, OR
https://cascadecompliance.com
503.887.5842

Independent Verifier's Performance Examination Report

Government Portfolio Advisors
6650 SW Redwood Ln, Ste 365
Portland, OR 97224

We have verified whether Government Portfolio Advisors (the Firm) has, for the periods from February 3, 2014 through December 31, 2023, established policies and procedures for complying with the Global Investment Performance Standards (GIPS®) related to composite and pooled fund maintenance and the calculation, presentation, and distribution of performance that are designed in compliance with the GIPS standards, as well as whether these policies and procedures have been implemented on a firm-wide basis. We have also examined the Firm's **Intermediate Treasury Composite** for the periods March 1, 2014 through December 31, 2023.

The Firm's management is responsible for its claim of compliance with the GIPS standards, the design and implementation of its policies and procedures, and for the accompanying **Intermediate Treasury Composite's** GIPS composite report. Our responsibilities are to be independent from the Firm and to express an opinion based on our verification and performance examination. We conducted this verification and performance examination in accordance with the required verification and performance examination procedures of the GIPS standards, which includes testing performed on a sample basis. We also conducted such other procedures as we considered necessary in the circumstances.

In our opinion, for the periods from February 3, 2014 through December 31, 2023, the Firm's policies and procedures for complying with the GIPS standards related to composite and pooled fund maintenance, as well as the calculation, presentation, and distribution of performance, have been, in all material respects:

- Designed in compliance with the GIPS standards, and
- Implemented on a firm-wide basis.

Also, in our opinion, the Firm has, in all material respects:

- Constructed the **Intermediate Treasury Composite** and calculated the **Intermediate Treasury Composite's** performance for the periods from March 1, 2014 through December 31, 2023 in compliance with the GIPS standards, and
- Prepared and presented the accompanying **Intermediate Treasury Composite's** GIPS composite report for the periods from March 1, 2014 through December 31, 2023 in compliance with the GIPS standards.

This report does not relate to or provide assurance on any specific performance report of the Firm other than the Firm's accompanying **Intermediate Treasury Composite's** GIPS composite report, or on the operating effectiveness of the Firm's controls or policies and procedures for complying with the GIPS standards. GIPS® is a registered trademark of CFA Institute. CFA Institute does not endorse or promote this organization, nor does it warrant the accuracy or quality of the content contained herein.



Cascade Investment Compliance & Verification, LLC
March 13, 2024

GOVERNMENT PORTFOLIO ADVISORS, LLC.

Intermediate Treasury Plus Composite – 0-5 Year Treasury

ANNUAL DISCLOSURE PRESENTATION

Year	Total Firm Assets	Composite Assets	Number of Accounts	Benchmark Performance	Benchmark 3 yr Annual Std. Dev.	Gross	Net	Composite Dispersion	Composite 3 yr Annual Std. Dev.
2014*	$2,741,436,945	$665,677,929	3	0.54%	N/A*	0.67%	0.64%	N/A	N/A*
2015	$5,718,949,169	$783,709,972	4	0.81%	N/A*	0.97%	0.95%	N/A	N/A*
2016	$6,669,097,799	$926,902,161	7	0.97%	N/A*	0.99%	0.97%	0.13	N/A*
2017	$8,593,183,972	$1,934,730,263	10	0.69%	1.08	0.87%	0.85%	0.23	0.90
2018	$10,554,872,921	$2,020,122,296	10	1.61%	1.13	1.64%	1.62%	0.17	0.95
2019	$12,787,174,581	$1,416,072,598	12	3.86%	1.14	4.03%	4.00%	0.38	0.99
2020	$11,600,162,380	$1,962,192,562	14	3.58%	1.42	3.68%	3.65%	0.32	1.16
2021	$12,683,654,775	$3,450,041,848	20	-0.85%	1.39	-0.75%	-0.77%	0.16	1.21
2022	$16,725,387,863	$4,865,761,852	25	-3.93%	1.99	-3.89%	-3.91%	0.20	1.90
2023	$20,480,074,292	$6,638,625,343	31	4.49%	2.31	4.81%	4.79%	0.20	2.28

N/A - Information is not statistically meaningful due to an insufficient number of portfolios in the composite for the entire year.
N.A.* - Information is not statistically meaningful due to an insufficient period of time (36 months).
Note: 2014 is performance is from the inception of the strategy 3/1/14 to 12/31/14.
Note: The composite dispersion only includes the portfolios in each period that were present for that entire period. The three-year calculations are based on monthly returns. Composite three-year standard deviation is calculated using gross returns.

Definition of the Firm: Government Portfolio Advisors, "GPA", is a registered investment advisor that specializes in providing customized investment advisory services to public funds. GPA's core business focus is providing fixed income advisory services." GPA firm assets include all regulatory assets under management held in separately managed funds and beginning in 2019 includes liquidity portfolios.

Intermediate Treasury Composite Description: GPA Intermediate Treasury Composite contains discretionary fixed income accounts and for comparison purposes is measured against the ICE BAML (Bank of America Merrill Lynch) Treasury 0-5 Year Index. Government Portfolio Advisors, LLC (GPA) defines discretion as responsibility for sourcing, valuing, and managing the acquisition and disposition of assets. Although some of the Firm's separate accounts require client approval for the acquisition and disposition of assets, GPA defines such portfolios as discretionary because its recommendations are consistent with the investment strategy and such client approvals are typically perfunctory. In circumstances where GPA inherits legacy holdings and is requested by a client not to sell them, GPA will not consider the portfolio discretionary until the management team can make all investment decisions for the portfolio. This composite consists of portfolios that have the objective to maintain longer maturities and are invested to provide for returns on excess liquidity balances. The composite is compared to a 100% treasury benchmark to provide for the ability to apply value attributions from other asset classes. The firm maintains a complete list of composite descriptions, which is available upon request.

Results are based on accounts under management, including those accounts no longer with the firm. Past performance is not indicative of future results. Some of the risk factors for this composite include, but are not limited to: market trading risk, interest rate risk, credit risk, default risk, market risk, liquidity risk, and management and tracking error risk. This particular composite is primarily susceptible to interest rate risk, as credit risk and default risk generally have a smaller

effect on US Treasury and Agency securities. There is no guarantee that the composite will be able to achieve its investment objective and it is possible for portfolios in the composite to lose money.

The GPA Intermediate Treasury Composite was created on May 26, 2016. Policies for valuing investments, calculating performance, and preparing GIPS reports are available upon request.

The U.S. Dollar is the currency used to show performance. Time-weighted returns are presented gross and net of management fees and include the reinvestment of all income. Net of fee performance was calculated using actual management fees. Beginning in 2019, the annual composite dispersion presented is an equal-weighted standard deviation calculated for the accounts in the composite the entire year. Prior to 2019, dispersion was calculated using an asset-weighted standard deviation.

The minimum portfolio size for inclusion in the composite is $5,000,000.

The benchmark for this composite is the US Treasury 0-5 year index as reported by ICE Bank of America Merrill Lynch. The index includes all US Treasury securities that mature between 0 and 5 years.

The investment management fee schedule for the composite varies depending on asset size. Actual investment advisory fees incurred by clients may vary.

Sample Fee Structure:

Assets Under Management	Basis Point	Fee Range
$10,000,000 or less		Flat Fee - $15,000
$10,000,001 - $25,000,000	12	$15,000 - $ 20,000
$25,000,001 - $50,000,000	8	$20,000- $ 30,000
$50,000,001 - $100,000,000	6	$30,000 - $ 50,000
$100,000,001 - $500,000,000	5	$50,000 - $ 250,000

Government Portfolio Advisors, LLC “GPA” claims compliance with the Global Investment Performance Standards (GIPS®) and has prepared and presented this report in compliance with the GIPS standards. GPA has been independently verified for the periods 2/3/2014 – 12/31/2023. A firm that claims compliance with the GIPS standards must establish policies and procedures for complying with all the applicable requirements of the GIPS standards. Verification provides assurance on whether the firm's policies and procedures related to composite and pooled fund maintenance, as well as the calculation, presentation, and distribution of performance, have been designed in compliance with the GIPS standards and have been implemented on a firm-wide basis. The Intermediate Treasury Composite has had a performance examination for the periods 3/1/2014 – 12/31/2023. The verification and performance examination reports are available upon request.

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GOVERNMENT PORTFOLIO ADVISORS, LLC.

Short Cash Management Composite – 0-3 Year Treasury
ANNUAL DISCLOSURE PRESENTATION

Year	Total Firm Assets	Composite Assets	Number of Accounts	Benchmark Performance	Benchmark 3 yr Annual Std. Dev.	Gross	Net	Composite Dispersion	Composite 3 yr Annual Std. Dev.
2004*		$10,052,455	1	N/A	N/A*	N/A	N/A	N/A	N/A*
2005		$36,467,831	2	2.10%	N/A*	2.60%	2.43%	N/A	N/A*
2006		$56,528,351	3	4.24%	N/A*	4.93%	4.81%	N/A	N/A*
2007		$205,471,297	8	6.64%	0.69	6.14%	6.04%	0.23	0.69
2008		$491,802,648	12	5.34%	1.11	5.52%	5.46%	0.39	1.11
2009		$456,503,425	12	0.70%	1.24	1.52%	1.46%	0.40	1.24
2010		$533,063,581	12	1.83%	1.20	1.46%	1.40%	0.21	1.20
2011		$683,249,269	11	1.17%	0.45	1.07%	1.02%	0.09	0.45
2012		$856,075,494	12	0.35%	0.36	0.83%	0.79%	0.12	0.36
2013		$909,546,269	14	0.30%	0.44	0.22%	0.18%	0.09	0.44
2014	$2,741,436,945	$1,071,243,764	12	0.46%	0.47	0.70%	0.69%	N/A	0.47
2015	$5,718,949,169	$1,602,672,710	17	0.43%	0.55	0.51%	0.48%	0.08	0.55
2016	$6,669,097,799	$3,055,638,592	23	0.78%	0.57	0.79%	0.76%	0.13	0.57
2017	$8,593,183,972	$2,629,135,472	25	0.55%	0.51	0.71%	0.68%	0.05	0.51
2018	$10,554,872,921	$3,038,508,598	30	1.70%	0.61	1.87%	1.83%	0.08	0.54
2019	$12,787,174,581	$3,304,029,287	32	3.25%	0.71	3.34%	3.30%	0.19	0.62
2020	$11,600,162,380	$2,010,346,232	26	2.49%	0.94	2.52%	2.49%	0.18	0.75
2021	$12,683,654,775	$1,097,108,896	18	-0.37%	0.96	-0.35%	-0.38%	0.10	0.82
2022	$16,725,387,863	$1,072,121,354	16	-2.27%	1.31	-2.24%	-2.27%	0.45	1.22
2023	$20,480,074,292	$819,489,308	4	4.54%	1.54	4.78%	4.74%	0.08	1.52

N/A - Information is not statistically meaningful due to an insufficient number of portfolios in the composite for the entire year.
N.A.* - Information is not statistically meaningful due to an insufficient period of time (36 months).
Note: The composite dispersion only includes the portfolios in each period that were present for that entire period. The three-year calculations are based on monthly returns. Performance and total firm assets presented prior to February 3, 2014 represents the performance record of the portfolio management team while affiliated with a prior firm. Composite three-year standard deviation is calculated using gross returns.
*2004 performance is from the inception of the strategy, 3/31/2004 to 12/31/2004.

Definition of the Firm: Government Portfolio Advisors, "GPA", is a registered investment advisor that specializes in providing customized investment advisory services to public funds. GPA's core business focus is providing fixed income advisory services." GPA firm assets include all regulatory assets under management held in separately managed funds and beginning in 2019 includes liquidity portfolios.

Short Cash Management Composite Description: GPA Short Cash Management Composite contains discretionary fixed income accounts and for comparison purposes is measured against the ICE BAML (Bank of America- Merrill Lynch Treasury 0-3 Index. Government Portfolio Advisors, LLC (GPA) defines discretion as responsibility for sourcing, valuing, and managing the acquisition and disposition of assets. Although some of the Firm's separate accounts require client approval for the acquisition and disposition of assets, GPA defines such portfolios as discretionary because its recommendations are consistent with the investment strategy and such client approvals are typically perfunctory. In

circumstances where GPA inherits legacy holdings and is requested by a client not to sell them, GPA will not consider the portfolio discretionary until the management team can make all investment decisions for the portfolio. This composite consists of portfolios that have the objective to maintain shorter maturity and are invested to provide for secondary liquidity. The portfolios are invested in highly liquid securities for future cash flow requirements. The composite is compared to a 100% treasury benchmark to provide for the ability to apply value attributions from other asset classes. The firm maintains a complete list of composite descriptions, which is available upon request.

Results are based on accounts under management, including those accounts no longer with the firm. Past performance is not indicative of future results. Some of the risk factors for this composite include, but are not limited to: market trading risk, interest rate risk, credit risk, default risk, market risk, liquidity risk, and management and tracking error risk. This composite is primarily susceptible to interest rate risk, as credit risk and default risk generally have a smaller effect on US Treasury and Agency securities. There is no guarantee that the composite will be able to achieve its investment objective and it is possible for portfolios in the composite to lose money.

The Short Cash Management Composite (Formally: Short Treasury Composite) was created on the founding date of GPA on February 3, 2014. Performance presented prior to February 3, 2014 occurred while the portfolio management team was affiliated with a prior firm and was reviewed for compliance with the portability requirements of the GIPS Standards. The Portfolio Management Team remains intact at Government Portfolio Advisors and were the only individuals responsible for selecting securities to buy and sell at the prior firm. Policies for valuing investments, calculating performance, and preparing GIPS reports are available upon request.

The U.S. Dollar is the currency used to show performance. Time-weighted returns are presented gross and net of management fees and include the reinvestment of all income. Net of fee performance was calculated using actual management fees. Beginning in 2019, the annual composite dispersion presented is an equal-weighted standard deviation calculated on the gross returns for the accounts in the composite the entire year. From 2015 to 2018, dispersion presented is an asset-weighted standard deviation calculated on the gross returns. Prior to 2015 dispersion was calculated based off the asset-weighted annual account net returns.

Effective January 1, 2016, the minimum portfolio size for inclusion in the composite is $5,000,000.

The benchmark for this composite is the US Treasury 0–3-year index as reported by ICE Bank of America Merrill Lynch. The index includes all US treasury securities that mature between 0 and 3 years.

The investment management fee schedule for the composite varies depending on asset size. Actual investment advisory fees incurred by clients may vary.

Sample Fee Structure:

Assets Under Management	Basis Point	Fee Range
$10,000,000 or less		Flat Fee - $15,000
$10,000,001 - $25,000,000	12	$15,000 - $ 20,000
$25,000,001 - $50,000,000	8	$20,000- $ 30,000
$50,000,001 - $100,000,000	6	$30,000 - $ 50,000
$100,000,001 - $500,000,000	5	$50,000 - $ 250,000

Government Portfolio Advisors, LLC “GPA” claims compliance with the Global Investment Performance Standards (GIPS®) and has prepared and presented this report in compliance with the GIPS standards. GPA has been independently verified for the periods 2/3/2014 – 12/31/2023. A firm that claims compliance with the GIPS standards must establish policies and procedures for complying with all the applicable requirements of the GIPS standards. Verification provides assurance on whether the firm's policies and procedures related to composite and pooled fund maintenance, as well as the calculation, presentation, and distribution of performance, have been designed in compliance with the GIPS standards and have been implemented on a firm-wide basis. The Short-Cash Management Composite has had a performance examination for the periods 2/3/2014-12/31/2023. The verification and performance examination reports are available upon request.

The Short Treasury Composite also received a performance examination from 3/31/2004 – 12/31/2013 while at a prior firm.

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GOVERNMENT PORTFOLIO ADVISORS, LLC.

Intermediate Treasury Plus Composite – 0-5 Year Treasury

ANNUAL DISCLOSURE PRESENTATION

Year	Total Firm Assets	Composite Assets	Number of Accounts	Benchmark Performance	Benchmark 3 yr Annual Std. Dev.	Gross	Net	Composite Dispersion	Composite 3 yr Annual Std. Dev.
2014*	$2,741,436,945	$665,677,929	3	0.54%	N/A*	0.67%	0.64%	N/A	N/A*
2015	$5,718,949,169	$783,709,972	4	0.81%	N/A*	0.97%	0.95%	N/A	N/A*
2016	$6,669,097,799	$926,902,161	7	0.97%	N/A*	0.99%	0.97%	0.13	N/A*
2017	$8,593,183,972	$1,934,730,263	10	0.69%	1.08	0.87%	0.85%	0.23	0.90
2018	$10,554,872,921	$2,020,122,296	10	1.61%	1.13	1.64%	1.62%	0.17	0.95
2019	$12,787,174,581	$1,416,072,598	12	3.86%	1.14	4.03%	4.00%	0.38	0.99
2020	$11,600,162,380	$1,962,192,562	14	3.58%	1.42	3.68%	3.65%	0.32	1.16
2021	$12,683,654,775	$3,450,041,848	20	-0.85%	1.39	-0.75%	-0.77%	0.16	1.21
2022	$16,725,387,863	$4,865,761,852	25	-3.93%	1.99	-3.89%	-3.91%	0.20	1.90
2023	$20,480,074,292	$6,638,625,343	31	4.49%	2.31	4.81%	4.79%	0.20	2.28

N/A - Information is not statistically meaningful due to an insufficient number of portfolios in the composite for the entire year.
N.A.* - Information is not statistically meaningful due to an insufficient period of time (36 months).
Note: 2014 is performance is from the inception of the strategy 3/1/14 to 12/31/14.
Note: The composite dispersion only includes the portfolios in each period that were present for that entire period. The three-year calculations are based on monthly returns. Composite three-year standard deviation is calculated using gross returns.

Definition of the Firm: Government Portfolio Advisors, "GPA", is a registered investment advisor that specializes in providing customized investment advisory services to public funds. GPA's core business focus is providing fixed income advisory services." GPA firm assets include all regulatory assets under management held in separately managed funds and beginning in 2019 includes liquidity portfolios.

Intermediate Treasury Composite Description: GPA Intermediate Treasury Composite contains discretionary fixed income accounts and for comparison purposes is measured against the ICE BAML (Bank of America Merrill Lynch) Treasury 0-5 Year Index. Government Portfolio Advisors, LLC (GPA) defines discretion as responsibility for sourcing, valuing, and managing the acquisition and disposition of assets. Although some of the Firm's separate accounts require client approval for the acquisition and disposition of assets, GPA defines such portfolios as discretionary because its recommendations are consistent with the investment strategy and such client approvals are typically perfunctory. In circumstances where GPA inherits legacy holdings and is requested by a client not to sell them, GPA will not consider the portfolio discretionary until the management team can make all investment decisions for the portfolio. This composite consists of portfolios that have the objective to maintain longer maturities and are invested to provide for returns on excess liquidity balances. The composite is compared to a 100% treasury benchmark to provide for the ability to apply value attributions from other asset classes. The firm maintains a complete list of composite descriptions, which is available upon request.

Results are based on accounts under management, including those accounts no longer with the firm. Past performance is not indicative of future results. Some of the risk factors for this composite include, but are not limited to: market trading risk, interest rate risk, credit risk, default risk, market risk, liquidity risk, and management and tracking error risk. This particular composite is primarily susceptible to interest rate risk, as credit risk and default risk generally have a smaller

effect on US Treasury and Agency securities. There is no guarantee that the composite will be able to achieve its investment objective and it is possible for portfolios in the composite to lose money.

The GPA Intermediate Treasury Composite was created on May 26, 2016. Policies for valuing investments, calculating performance, and preparing GIPS reports are available upon request.

The U.S. Dollar is the currency used to show performance. Time-weighted returns are presented gross and net of management fees and include the reinvestment of all income. Net of fee performance was calculated using actual management fees. Beginning in 2019, the annual composite dispersion presented is an equal-weighted standard deviation calculated for the accounts in the composite the entire year. Prior to 2019, dispersion was calculated using an asset-weighted standard deviation.

The minimum portfolio size for inclusion in the composite is $5,000,000.

The benchmark for this composite is the US Treasury 0-5 year index as reported by ICE Bank of America Merrill Lynch. The index includes all US Treasury securities that mature between 0 and 5 years.

The investment management fee schedule for the composite varies depending on asset size. Actual investment advisory fees incurred by clients may vary.

Sample Fee Structure:

Assets Under Management	Basis Point	Fee Range
$10,000,000 or less		Flat Fee - $15,000
$10,000,001 - $25,000,000	12	$15,000 - $ 20,000
$25,000,001 - $50,000,000	8	$20,000- $ 30,000
$50,000,001 - $100,000,000	6	$30,000 - $ 50,000
$100,000,001 - $500,000,000	5	$50,000 - $ 250,000

Government Portfolio Advisors, LLC “GPA” claims compliance with the Global Investment Performance Standards (GIPS®) and has prepared and presented this report in compliance with the GIPS standards. GPA has been independently verified for the periods 2/3/2014 – 12/31/2023. A firm that claims compliance with the GIPS standards must establish policies and procedures for complying with all the applicable requirements of the GIPS standards. Verification provides assurance on whether the firm's policies and procedures related to composite and pooled fund maintenance, as well as the calculation, presentation, and distribution of performance, have been designed in compliance with the GIPS standards and have been implemented on a firm-wide basis. The Intermediate Treasury Composite has had a performance examination for the periods 3/1/2014 – 12/31/2023. The verification and performance examination reports are available upon request.

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GOVERNMENT PORTFOLIO ADVISORS, LLC.

Long Treasury Composite Index – 80% 0-5 Year Treasury/20% 5-10 Year Treasury

ANNUAL DISCLOSURE PRESENTATION

Year	Total Firm Assets	Composite Assets	Number of Accounts	Benchmark Performance	Benchmark 3 yr Annual Std. Dev.	Gross	Net	Composite Dispersion	Composite 3 yr Annual Std. Dev.
2014 *	$2,741,436,945	$313,847,835	1	1.23%	N/A*	2.22%	2.21%	N/A	N/A*
2015	$5,718,949,169	$317,743,430	1	1.11%	N/A*	1.24%	1.23%	N/A	N/A*
2016	$6,669,097,799	$322,547,402	1	1.28%	N/A*	1.45%	1.44%	N/A	N/A*
2017	$8,593,183,972	$327,605,796	1	1.06%	1.39	1.19%	1.18%	N/A	1.29
2018	$10,554,872,921	$335,556,371	1	1.63%	1.38	1.73%	1.72%	N/A	1.30
2019	$12,787,174,581	$347,516,948	1	4.59%	1.42	4.37%	4.36%	N/A	1.32
2020	$11,600,162,380	$363,354,178	1	4.66%	1.84	4.81%	4.81%	N/A	1.47
2021	$12,683,654,775	$361,027,117	1	-1.27%	1.97	-0.78%	-0.79%	N/A	1.48
2022	$16,725,387,863	$337,217,218	1	-5.69%	2.79	-5.93%	-5.94%	N/A	2.67
2023	$20,480,074,292	$358,922,732	1	4.40%	3.18	5.01%	5.01%	N/A	3.25

N/A - Information is not statistically meaningful due to an insufficient number of portfolios in the composite for the entire year.
N.A.* - Information is not statistically meaningful due to an insufficient period of time (36 months).
Note: 2014 is performance is from the inception of the strategy 3/1/14 to 12/31/14.
Note: The benchmark is 80% the 0-5 year Treasury and 20% 5-10 year Treasury, rebalanced monthly.
Note: The composite dispersion only includes the portfolios in each period that were present for that entire period. The three-year calculations are based on monthly returns. Composite three-year standard deviation is calculated using gross returns.

Definition of the Firm: Government Portfolio Advisors, "GPA", is a registered investment advisor that specializes in providing customized investment advisory services to public funds. GPA's core business focus is providing fixed income advisory services." GPA firm assets include all regulatory assets under management held in separately managed funds and beginning in 2019 includes liquidity portfolios.

Long Treasury Composite Index Description: GPA Long Treasury Composite contains discretionary fixed income accounts and for comparison purposes is measured against the customized ICE BAML (Bank of America Merrill Lynch) 80% 0-5 Year Treasury Index and 20% 5-10 Year treasury with a target duration of 3 years. Government Portfolio Advisors, LLC (GPA) defines discretion as responsibility for sourcing, valuing, and managing the acquisition and disposition of assets. Although some of the Firm's separate accounts require client approval for the acquisition and disposition of assets, GPA defines such portfolios as discretionary because its recommendations are consistent with the investment strategy and such client approvals are typically perfunctory. In circumstances where GPA inherits legacy holdings and is requested by a client not to sell them, GPA will not consider the portfolio discretionary until the management team can make all investment decisions for the portfolio. This composite consists of portfolios that have the objective to maintain longer maturities and are invested to provide for returns on excess liquidity balances. The composite is compared to a 100% treasury benchmark to provide for the ability to apply value attributions from other asset classes. The firm maintains a complete list of composite descriptions, which is available upon request.

Results are based on accounts under management, including those accounts no longer with the firm. Past performance is not indicative of future results. Some of the risk factors for this composite include, but are not limited to: market trading risk, interest rate risk, credit risk, default risk, market risk, liquidity risk, and management and tracking error risk. This particular composite is primarily susceptible to interest rate risk, as credit risk and default risk generally have a smaller

effect on US Treasury and Agency securities. There is no guarantee that the composite will be able to achieve its investment objective and it is possible for portfolios in the composite to lose money.

The GPA Long Treasury Composite was created on May 26, 2016. Policies for valuing investments, calculating performance, and preparing GIPS reports are available upon request. The name was changed from Long Agency Composite to Long Treasury Composite on January 1, 2020.

The U.S. Dollar is the currency used to show performance. Time-weighted returns are presented gross and net of management fees and include the reinvestment of all income. Net of fee performance was calculated using actual management fees. The annual composite dispersion presented is an asset-weighted standard deviation calculated for the accounts in the composite the entire year.

The minimum portfolio size for inclusion in the composite is $5,000,000.

The benchmark for this composite was changed on 1/1/2020 to reflect the underlying portfolios strategy of a 3-year targeted duration. The benchmark is 80% the 0-5 year Treasury and 20% 5-10 year Treasury. The prior benchmark for this composite was the US Agency 1-10 year bullet index as reported by ICE Bank of America Merrill Lynch. The index includes all US Agency non-callable securities that mature between 1 and 10 years.

The investment management fee schedule for the composite varies depending on asset size. Actual investment advisory fees incurred by clients may vary.

Sample Fee Structure:

Assets Under Management	Basis Point	Fee Range
$10,000,000 or less		Flat Fee - $15,000
$10,000,001 - $25,000,000	12	$15,000 - $ 20,000
$25,000,001 - $50,000,000	8	$20,000- $ 30,000
$50,000,001 - $100,000,000	6	$30,000 - $ 50,000
$100,000,001 - $500,000,000	5	$50,000 - $ 250,000

Government Portfolio Advisors, LLC “GPA” claims compliance with the Global Investment Performance Standards (GIPS®) and has prepared and presented this report in compliance with the GIPS standards. GPA has been independently verified for the periods 2/3/2014 – 12/31/2023. The verification report is available upon request. A firm that claims compliance with the GIPS standards must establish policies and procedures for complying with all the applicable requirements of the GIPS standards. Verification provides assurance on whether the firm's policies and procedures related to composite and pooled fund maintenance, as well as the calculation, presentation, and distribution of performance, have been designed in compliance with the GIPS standards and have been implemented on a firm-wide basis. Verification does not provide assurance on the accuracy of any specific performance report.

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GOVERNMENT PORTFOLIO ADVISORS, LLC.

Intermediate Muni Composite – 1-5 Year Municipal AA-AAA

ANNUAL DISCLOSURE PRESENTATION

Year	Total Firm Assets	Composite Assets	Number of Accounts	Benchmark Performance	Benchmark 3 yr Annual Std. Dev.	Gross	Net	Composite Dispersion Gross	Composite 3 yr Annual Std. Dev.
2016 *	$6,669,097,799	$61,166,478	2	-0.60%	N/A	0.07%	-0.08%	N/A	N/A
2017	$8,593,183,972	$77,998,912	3	1.19%	1.38	1.91%	1.71%	N/A	0.90
2018	$10,554,872,921	$78,201,119	3	1.71%	1.42	1.79%	1.59%	N/A	0.95
2019	$12,787,174,581	$79,034,932	3	3.41%	1.21	3.63%	3.41%	N/A	0.94
2020	$11,600,162,380	$77,140,968	3	2.71%	1.51	2.86%	2.65%	N/A	1.34
2021	$12,683,654,775	$83,587,581	3	0.07%	1.47	-0.09%	-0.29%	N/A	1.31
2022	$16,725,387,863	$74,679,557	3	-3.14%	2.76	-3.17%	-3.36%	N/A	2.34
2023	$20,480,074,292	$70,088,750	2	3.30%	3.27	4.06%	3.85%	N/A	2.88

N/A - Information is not statistically meaningful due to an insufficient number of portfolios in the composite for the entire year.
N.A.* - Information is not statistically meaningful due to an insufficient period of time (36 months).
Note: 2016 is performance is from the inception of the strategy 3/1/16 to 12/31/16.
Note: The composite dispersion only includes the portfolios in each period that were present for that entire period. The three-year calculations are based on monthly returns. Composite three-year standard deviation is calculated using gross returns.

Definition of the Firm: Government Portfolio Advisors, "GPA", is a registered investment advisor that specializes in providing customized investment advisory services to public funds. GPA's core business focus is providing fixed income advisory services." GPA firm assets include all regulatory assets under management held in separately managed funds and beginning in 2019 includes liquidity portfolios.

Intermediate Municipal Composite Description: GPA Long Agency Composite contains discretionary fixed income accounts and for comparison purposes is measured against the ICE BAML (Bank of America Merrill Lynch) Muni 1-5 AA-AAA Index. Government Portfolio Advisors, LLC (GPA) defines discretion as responsibility for sourcing, valuing, and managing the acquisition and disposition of assets. Although some of the Firm's separate accounts require client approval for the acquisition and disposition of assets, GPA defines such portfolios as discretionary because its recommendations are consistent with the investment strategy and such client approvals are typically perfunctory. In circumstances where GPA inherits legacy holdings and is requested by a client not to sell them, GPA will not consider the portfolio discretionary until the management team can make all investment decisions for the portfolio. This composite consists of portfolios that have the objective to maintain intermediate maturities and are invested to provide for returns for high-net-worth clients. The composite is compared to a 100% municipal benchmark to provide for the ability to apply value attributions from other asset classes. The firm maintains a complete list of composite descriptions, which is available upon request.

Results are based on accounts under management, including those accounts no longer with the firm. Past performance is not indicative of future results. Some of the risk factors for this composite include, but are not limited to: market trading risk, interest rate risk, credit risk, default risk, market risk, liquidity risk, and management and tracking error risk. This particular composite is primarily susceptible to interest rate risk, as credit risk and default risk generally have a smaller effect on US Treasury and Agency securities. There is no guarantee that the composite will be able to achieve its investment objective and it is possible for portfolios in the composite to lose money.

The GPA Intermediate Municipal Composite was created on May 26, 2016. Policies for valuing investments, calculating performance, and preparing GIPS reports are available upon request.

The minimum portfolio size for inclusion in the composite is $5,000,000.

The benchmark for this composite is the US Municipal 1-5 year A-AAA index as reported by ICE Bank of America Merrill Lynch. The index includes all US Municipal securities that mature between 1 and 5 years.

The U.S. Dollar is the currency used to show performance. Time-weighted returns are presented gross and net of management fees and include the reinvestment of all income. Net of fee performance was calculated using actual management fees. The annual composite dispersion presented is an asset-weighted standard deviation calculated for the accounts in the composite the entire year.

The investment management fee schedule for the composite varies depending on asset size. Actual investment advisory fees incurred by clients may vary.

Sample Fee Structure:

Assets Under Management	Basis Point
$10,000,000 or less	40
$10,000,001 - $25,000,000	35
$25,000,001 - $50,000,000	30
$50,000,001 - $100,000,000	25
$100,000,001 - $500,000,000	20

Government Portfolio Advisors, LLC “GPA” claims compliance with the Global Investment Performance Standards (GIPS®) and has prepared and presented this report in compliance with the GIPS standards. GPA has been independently verified for the periods 2/3/2014 – 12/31/2023. The verification report is available upon request. A firm that claims compliance with the GIPS standards must establish policies and procedures for complying with all the applicable requirements of the GIPS standards. Verification provides assurance on whether the firm's policies and procedures related to composite and pooled fund maintenance, as well as the calculation, presentation, and distribution of performance, have been designed in compliance with the GIPS standards and have been implemented on a firm-wide basis. Verification does not provide assurance on the accuracy of any specific performance report.

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GOVERNMENT PORTFOLIO ADVISORS, LLC.

Short Core Management – 1-3 Year Treasury

ANNUAL DISCLOSURE PRESENTATION

Year	Total Firm Assets	Composite Assets	Number of Accounts	Benchmark Performance	Benchmark 3 yr Annual Std. Dev.	Gross	Net	Composite Dispersion Gross	Composite 3 yr Annual Std. Dev.
2019*	$12,787,174,581	$104,591,833	1	0.18%	N/A	0.27%	0.22%	N/A	N/A*
2020	$11,600,162,380	$107,862,061	1	3.10%	N/A	3.17%	3.12%	N/A	N/A*
2021	$12,683,654,775	$107,298,802	1	-0.56%	N/A	-0.45%	-0.49%	N/A	N/A*
2022	$16,725,387,863	$104,129,818	1	-3.65%	1.74	-2.90%	-2.94%	N/A	1.45
2023	$20,480,074,292	$108,916,005	1	4.26%	2.05	4.61%	4.56%	N/A	1.66

N/A - Information is not statistically meaningful due to an insufficient number of portfolios in the composite for the entire year.
N.A.* - Information is not statistically meaningful due to an insufficient period of time (36 months).
Note: 2019 is performance is from the inception of the strategy 11/1/19 to 12/31/19.
Note: The three-year calculations are based on monthly returns. Composite three-year standard deviation is calculated using gross returns.

Definition of the Firm: Government Portfolio Advisors, "GPA", is a registered investment advisor that specializes in providing customized investment advisory services to public funds. GPA's core business focus is providing fixed income advisory services." GPA firm assets include all regulatory assets under management held in separately managed funds.

Short Core Portfolio Management Composite Description: GPA Short Core Portfolio Composite contains discretionary fixed income accounts and for comparison purposes is measured against the ICE BAML (Bank of America Merrill Lynch) Treasury 1-3 Index. Government Portfolio Advisors, LLC (GPA) defines discretion as responsibility for sourcing, valuing, and managing the acquisition and disposition of assets. Although some of the Firm's separate accounts require client approval for the acquisition and disposition of assets, GPA defines such portfolios as discretionary because its recommendations are consistent with the investment strategy and such client approvals are typically perfunctory. In circumstances where GPA inherits legacy holdings and is requested by a client not to sell them, GPA will not consider the portfolio discretionary until the management team can make all investment decisions for the portfolio. This composite consists of portfolios that have the objective to maintain maturities between one year and 3 years and are invested to provide for secondary liquidity. The portfolios are invested in highly liquid securities for future cash flow requirements. The composite is compared to a 100% treasury benchmark to provide for the ability to apply value attributions from other asset classes. The firm maintains a complete list of composite descriptions, which is available upon request.

Results are based on accounts under management, including those accounts no longer with the firm. Past performance is not indicative of future results. Some of the risk factors for this composite include, but are not limited to: market trading risk, interest rate risk, credit risk, default risk, market risk, liquidity risk, and management and tracking error risk. This particular composite is primarily susceptible to interest rate risk, as credit risk and default risk generally have a smaller effect on US Treasury and Agency securities. There is no guarantee that the composite will be able to achieve its investment objective and it is possible for portfolios in the composite to lose money.

The Short Core Portfolio Composite was created on November 1, 2019. Policies for valuing investments, calculating performance, and preparing GIPS composite reports are available upon request.

The U.S. Dollar is the currency used to show performance. Time-weighted returns are presented gross and net of management fees and include the reinvestment of all income. Net of fee performance was calculated using actual management fees. The annual composite dispersion presented is an asset-weighted standard deviation calculated for the accounts in the composite the entire year.

Effective November 1, 2019 the minimum portfolio size for inclusion in the composite is $5,000,000.

The benchmark for this composite is the US Treasury 1-3 year index as reported by ICE Bank of America Merrill Lynch. The index includes all US treasury securities that mature between 1 and 3 years.

The investment management fee schedule for the composite varies depending on asset size. Actual investment advisory fees incurred by clients may vary.

Sample Fee Structure:

Assets Under Management	Basis Point	Fee Range
$10,000,000 or less		Flat Fee - $15,000
$10,000,001 - $25,000,000	12	$15,000 - $ 20,000
$25,000,001 - $50,000,000	8	$20,000- $ 30,000
$50,000,001 - $100,000,000	6	$30,000 - $ 50,000
$100,000,001 - $500,000,000	5	$50,000 - $ 250,000

Government Portfolio Advisors, LLC “GPA” claims compliance with the Global Investment Performance Standards (GIPS®) and has prepared and presented this report in compliance with the GIPS standards. GPA has been independently verified for the periods 2/3/2014 – 12/31/2023. The verification report is available upon request. A firm that claims compliance with the GIPS standards must establish policies and procedures for complying with all the applicable requirements of the GIPS standards. Verification provides assurance on whether the firm's policies and procedures related to composite and pooled fund maintenance, as well as the calculation, presentation, and distribution of performance, have been designed in compliance with the GIPS standards and have been implemented on a firm-wide basis. Verification does not provide assurance on the accuracy of any specific performance report.

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GPA GOVERNMENT PORTFOLIO ADVISORS

Monthly Investment Report
City of Sample

June 30, 2024

Total Aggregate Portfolio

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June 30, 2024

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Month End Commentary - June 2024

Financial markets continued their hot streak into the first month of summer as investors priced in higher probabilities for easier monetary policy in response to economic data showing the economy slowing down and inflation moderating. Stocks as measured by the S&P 500 index climbed 3.5% in June to return an eye-popping 14.5% halfway through the year while interest rates continued their descent with the yield on 2-year 5-year Treasury tenors falling by 12 and 13 basis points during the month to 4.75% and 4.38%, respectively.

Pricing action in June began following the release of the May ADP employment change and weekly jobless claims data that showed the labor market slowing, guiding yields lower by 20 basis points which was then almost entirely reversed after the robust May jobs report handedly beat expectations, leading traders to rethink just how much loosening is actually occurring in the labor market. With somewhat conflicting labor data, market participants turned their attention to May's CPI print which ultimately supported the move lower in yield as core CPI advanced by a less than expected 0.2% during the month and 3.4% over the trailing year. Wholesale inflation as measured by PPI confirmed the disinflationary trend as did the Fed preferred core PCE inflation gauge which advanced by a slim 0.1%, and when carried out an extra decimal, the reading (0.08%) marked the slowest increase since November of 2020.

With the disinflationary trend resuming and the labor market still growing at a healthy pace, the Fed ought to find themselves on offense once again as they look to satisfy their mandate to restore price stability. It is becoming more evident that tighter monetary policy is constraining economic growth, particularly on consumption and capital outlays as businesses and consumers continue to spar with higher interest rates. The labor market has been the anomaly, continuing to grow at a robust clip, however, recent data is suggesting that it too is slowing. The economy added 206 thousand jobs in June, beating expectations for 190 thousand which at first glance appears strong, but as they say, the devil is in the details. The headline number was accompanied by a significant downward revision to the prior two months, an increase in the unemployment rate, and cooling wage growth - all evidence of a loosening labor market.

As the FOMC holds rates steady and actively discusses plans to ease policy, we echo our call for portfolios to be neutral to overweight duration compared to their respective benchmarks and with credit trading richly, we prefer to add in agency and supranational positions that we feel offer better relative value. Should monetary policy continue to dampen growth to a point where the labor market begins to sputter and or equities enter a correction, we expect credit spreads to widen leading to more favorable entry points to build corporate exposure.

Treasury Curve Total Returns Last 12 Months

Treasuries	Total Return
3 month bill	5.40%
1 year note	5.02%
2 year note	4.09%
3 year note	3.71%
5 year note	2.74%

Treasury Benchmark Total Returns In Month

Benchmark	Period Return	YTM	Duration (Years)
ICE BAML 90 Day Bill	0.41%	5.30%	0.23
ICE BAML 0-1 Year Treasury	0.41%	5.31%	0.49
ICE BAML 0-3 Year Treasury	0.52%	4.96%	1.38
ICE BAML 0-5 Year Treasury	0.63%	4.80%	2.1

Changes In The Treasury Market (Absolute Yield Levels)

Treasuries	06/30/2023	04/30/2024	05/31/2024	06/30/2024	1 Month Change	12 Month Change
3 month bill	5.28%	5.39%	5.40%	5.36%	-0.05%	0.07%
6 month bill	5.41%	5.39%	5.38%	5.32%	-0.06%	-0.08%
1 year note	5.39%	5.24%	5.18%	5.11%	-0.06%	-0.28%
2 year note	4.90%	5.04%	4.87%	4.75%	-0.12%	-0.14%
3 year note	4.53%	4.88%	4.68%	4.55%	-0.13%	0.02%
5 year note	4.16%	4.72%	4.51%	4.38%	-0.13%	0.22%
10 year note	3.84%	4.68%	4.50%	4.40%	-0.10%	0.56%

Compliance Report

City of Sample | Total Aggregate Portfolio

June 30, 2024

Category

Policy Diversification Constraint	Policy Limit	Actual Value*	Status
US Treasury Obligations Maximum % of Holdings	100.000	43.667	Compliant
US Agency Callable Securities Maximum % of Total Portfolio	25.000	0.000	Compliant
US Agency FFCB Issuer Concentration	35.000	14.701	Compliant
US Agency FHLB Issuer Concentration	35.000	16.455	Compliant
US Agency FHLMC Issuer Concentration	35.000	0.000	Compliant
US Agency FNMA Issuer Concentration	35.000	0.824	Compliant
US Agency Obligations - All Other Issuers Combined	35.000	0.000	Compliant
US Agency Obligations Issuer Concentration	35.000	16.455	Compliant
US Agency Obligations Maximum % of Holdings	100.000	31.980	Compliant
Municipal Bonds Issuer Concentration	5.000	0.510	Compliant
Municipal Bonds Maximum % of Holdings	25.000	0.510	Compliant
Municipal Bonds Outside OR, CA, ID, WA	0.000	0.000	Compliant
Corporate Notes & Commercial Paper Maximum % of Holdings	35.000	14.939	Compliant
Corporate Notes & Commercial Paper Single Issuer %	5.000	2.133	Compliant
Certificates of Deposit Issuer Concentration	5.000	0.000	Compliant
Certificates of Deposit Maximum % of Holdings	10.000	0.000	Compliant
Banker's Acceptance Issuer Concentration	5.000	0.000	Compliant
Banker's Acceptance Maximum % of Holdings	25.000	0.000	Compliant
LGIP-Oregon Short Term Fund Maximum	59,847,000.00	40,511,096.56	Compliant
Bank Time Deposits/Savings Accounts Issuer Concentration	20.000	1.789	Compliant
Bank Time Deposits/Savings Accounts Maximum % of Holdings	20.000	1.789	Compliant
No 144A or 4(2)	0.000	0.000	Compliant

1) Actual values are based on market value.
2) The compliance report allows for resolutions to be documented if an actual value exceeds a limit. The specific resolution can be found on the client portal site.

Compliance Report

June 30, 2024

Category

Policy Maturity Structure Constraint	Policy Limit	Actual %	Status
Maturity Constraints Under 30 days Minimum % of Total Portfolio	10.000	10.783	Compliant
Maturity Constraints Under 1 year Minimum % of Total Portfolio	25.000	36.611	Compliant
Maturity Constraints Under 5.25 years Minimum % of Total Portfolio	100.000	100.000	Compliant
Policy Maturity Constraint	**Policy Limit**	**Actual Term**	**Status**
US Treasury Maximum Maturity At Time of Purchase (years)	5.250	5.052	Compliant
US Agency Maximum Maturity At Time of Purchase (years)	5.250	5.022	Compliant
Municipals Maximum Maturity At Time of Purchase (years)	5.250	4.425	Compliant
Corporate Maximum Maturity At Time of Purchase (years)	5.250	4.992	Compliant
Commercial Paper Maximum Maturity At Time of Purchase (days)	270.000	0.000	Compliant
Certificates of Deposit Maximum Maturity At Time of Purchase (years)	5.250	0.000	Compliant
Banker's Acceptance Maximum Maturity At Time of Purchase (days)	180.000	0.000	Compliant
Weighted Average Maturity (years)	2.000	1.850	Compliant
Policy Credit Constraint			**Status**
Municipal Bonds Ratings Minimum AA-/Aa3/AA- (Rated by 1 NRSRO)			Compliant
Corporate Notes Ratings Minimum AA-/Aa3/AA- (Rated by 1 NRSRO)			Compliant
Commercial Paper Ratings Minimum A1/P1/F1 (Rated by 1 NRSRO)			Compliant
Banker's Acceptance Ratings Minimum A1/ P1/F1 (Rated by 1 NRSRO)			Compliant

1) Actual values are based on market value.
2) The compliance report allows for resolutions to be documented if an actual value exceeds a limit. The specific resolution can be found on the client portal site.

Summary Overview

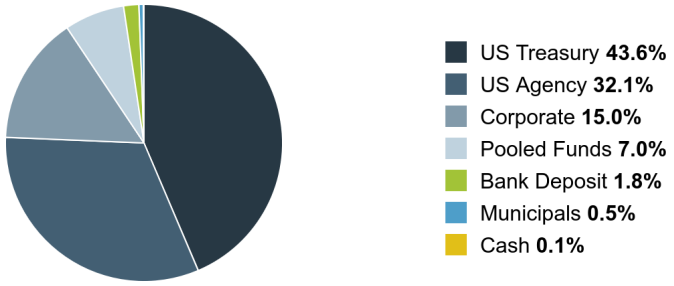
City of Sample | Total Aggregate Portfolio

June 30, 2024

Portfolio Characteristics

Metric	Value
Cash and Cash Equivalents	51,211,600.63
Investments	527,409,480.62
Book Yield	3.94%
Market Yield	4.84%
Effective Duration	1.67
Years to Maturity	1.85
Avg Credit Rating	AAA

Allocation by Asset Class



Strategic Structure

Account	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain (Loss)	Accrued	Yield at Cost	Effective Duration	Benchmark Duration	Benchmark
Sample-Investment Core	445,697,458.07	441,834,528.54	439,816,345.29	435,069,944.57	(6,764,583.97)	2,902,042.38	3.64%	2.16	2.10	ICE BofA 0-5 Year US Treasury Index
Sample-Cash Match Inv	89,960,000.00	89,363,856.72	88,110,311.05	89,332,600.40	(31,256.32)	517,351.33	5.32%	0.21	0.49	ICE BofA 0-1 Year US Treasury Notes & Bonds
Sam-Liquidity	50,799,142.56	50,799,142.56	50,799,142.56	50,799,142.56	0.00	0.00	4.15%	0.01	0.08	ICE BofA US 1-Month Treasury Bill Index
Total	**586,456,600.63**	**581,997,527.83**	**578,725,798.90**	**575,201,687.53**	**(6,795,840.30)**	**3,419,393.72**	**3.94%**	**1.67**	**0.92**	

Portfolio Activity

June 30, 2024

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Book Value	604,968,123.08	515,111,945.87
Maturities/Calls	(45,165,000.00)	(494,655,000.00)
Purchases	38,468,016.05	574,163,707.96
Sales	(19,407,421.88)	(19,407,421.88)
Change in Cash, Payables, Receivables	3,174,705.20	1,890,365.80
Amortization/Accretion	477,983.23	5,412,807.93
Realized Gain (Loss)	(518,877.85)	(518,877.85)
Ending Book Value	581,997,527.83	581,997,527.83

Maturities/Calls	Market Value
Month to Date	(45,165,000.00)
Fiscal Year to Date	(494,655,000.00)

Purchases	Market Value
Month to Date	38,468,016.05
Fiscal Year to Date	574,163,707.96

Sales	Market Value
Month to Date	(19,407,421.88)
Fiscal Year to Date	(19,407,421.88)

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Market Value	596,480,908.43	500,788,899.63
Maturities/Calls	(45,165,000.00)	(494,655,000.00)
Purchases	38,468,016.05	574,163,707.96
Sales	(19,407,421.88)	(19,407,421.88)
Change in Cash, Payables, Receivables	3,174,705.20	1,890,365.80
Amortization/Accretion	477,983.23	5,412,807.93
Change in Net Unrealized Gain (Loss)	1,691,374.36	7,527,205.94
Net Realized Gain (Loss)	(518,877.85)	(518,877.85)
Ending Market Value	575,201,687.53	575,201,687.53

Return Management-Income Detail

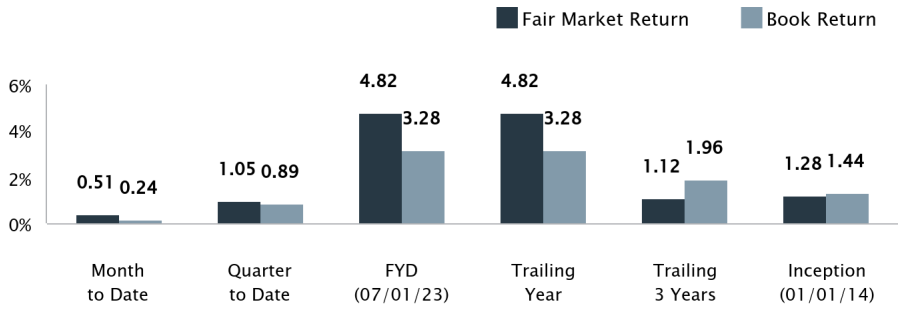
June 30, 2024

Accrued Book Return

	Month to Date	Fiscal Year to Date (07/01/2023)
Amortization/Accretion	477,983.23	5,412,807.93
Interest Earned	1,455,238.41	14,394,408.54
Realized Gain (Loss)	(518,877.85)	(518,877.85)
Book Income	1,414,343.78	19,288,338.62
Average Portfolio Balance	592,158,312.01	567,794,960.48
Book Return for Period	0.24%	3.28%

Return Comparisons

Periodic for performance less than one year. Annualized for performance greater than one year.



Fair Market Return

	Month to Date	Fiscal Year to Date (07/01/2023)
Market Value Change	1,691,374.36	7,527,205.94
Amortization/Accretion	477,983.23	5,412,807.93
Interest Earned	1,455,238.41	14,394,408.54
Fair Market Earned Income	3,146,612.77	21,921,614.48
Average Portfolio Balance	592,158,312.01	567,794,960.48
Fair Market Return for Period	0.51%	4.82%

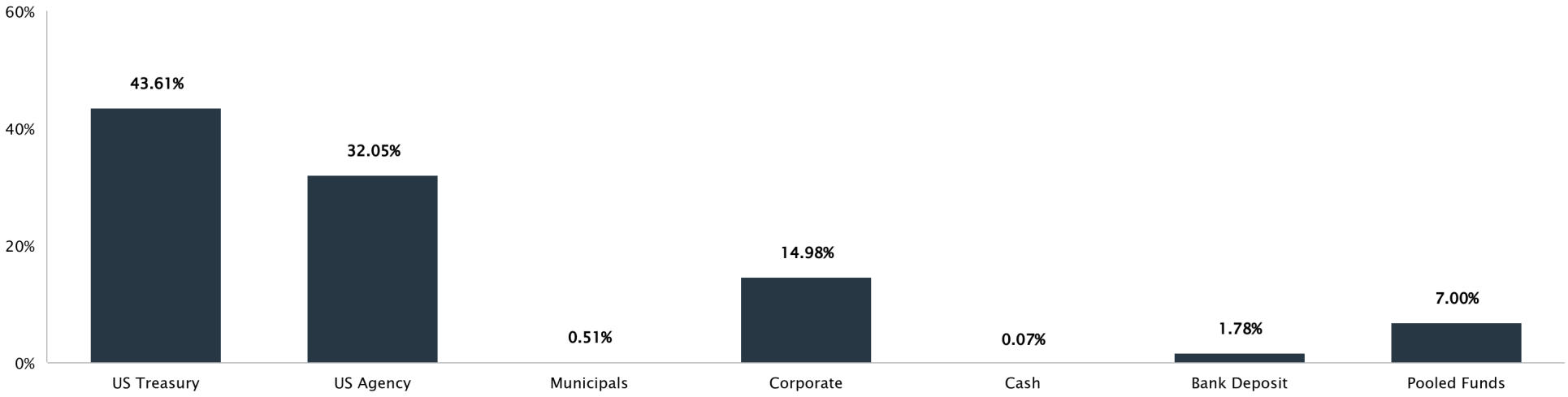
Interest Income

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Accrued Interest	4,128,136.94	1,210,584.12
Coupons Paid	2,332,611.08	13,393,774.45
Purchased Accrued Interest	178,348.21	1,217,894.27
Sold Accrued Interest	(9,718.76)	(9,718.76)
Ending Accrued Interest	3,419,393.72	3,419,393.72
Interest Earned	1,455,238.41	14,394,408.54

Security Type Distribution

Security Type	Par Amount	Book Yield	Market Value + Accrued	% of Market Value + Accrued
US Treasury	259,450,000.00	3.39%	252,314,700.33	43.61%
US Agency	184,960,000.00	4.55%	185,453,307.28	32.05%
Municipals	3,035,000.00	4.62%	2,949,009.51	0.51%
Corporate	87,800,000.00	4.14%	86,692,463.50	14.98%
Cash	412,458.07	0.00%	412,458.07	0.07%
Bank Deposit	10,288,046.00	0.01%	10,288,046.00	1.78%
Pooled Funds	40,511,096.56	5.20%	40,511,096.56	7.00%
Total	**586,456,600.63**	**3.94%**	**578,621,081.25**	**100.00%**

Security Type Distribution



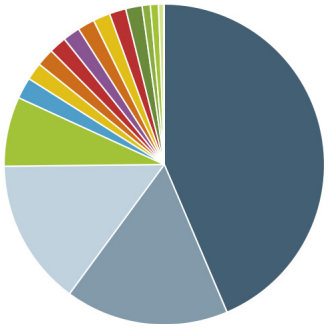
Risk Management-Credit/Issuer

June 30, 2024

Credit Rating S&P/Moody's/Fitch

	Market Value + Accrued	%
S&P		
A	19,446,370.72	3.36
A+	20,400,798.89	3.53
A-	19,738,024.44	3.41
A-1+	19,743,800.00	3.41
AA	9,969,425.00	1.72
AA+	427,631,943.71	73.91
AA-	10,479,117.85	1.81
AAA	412,458.07	0.07
NA	50,799,142.56	8.78
Moody's		
A1	49,153,820.17	8.49
Aa2	17,672,377.78	3.05
Aa3	13,207,538.96	2.28
Aaa	428,044,401.78	73.98
NA	50,799,142.56	8.78
P-1	19,743,800.00	3.41
Fitch		
A+	10,258,529.44	1.77
AA	7,530,108.33	1.30
AA+	418,024,207.60	72.24
AA-	62,245,099.12	10.76
AAA	412,458.07	0.07
F1+	19,743,800.00	3.41
NA	60,406,878.67	10.44
Total	**578,621,081.25**	**100.00**

Issuer Concentration



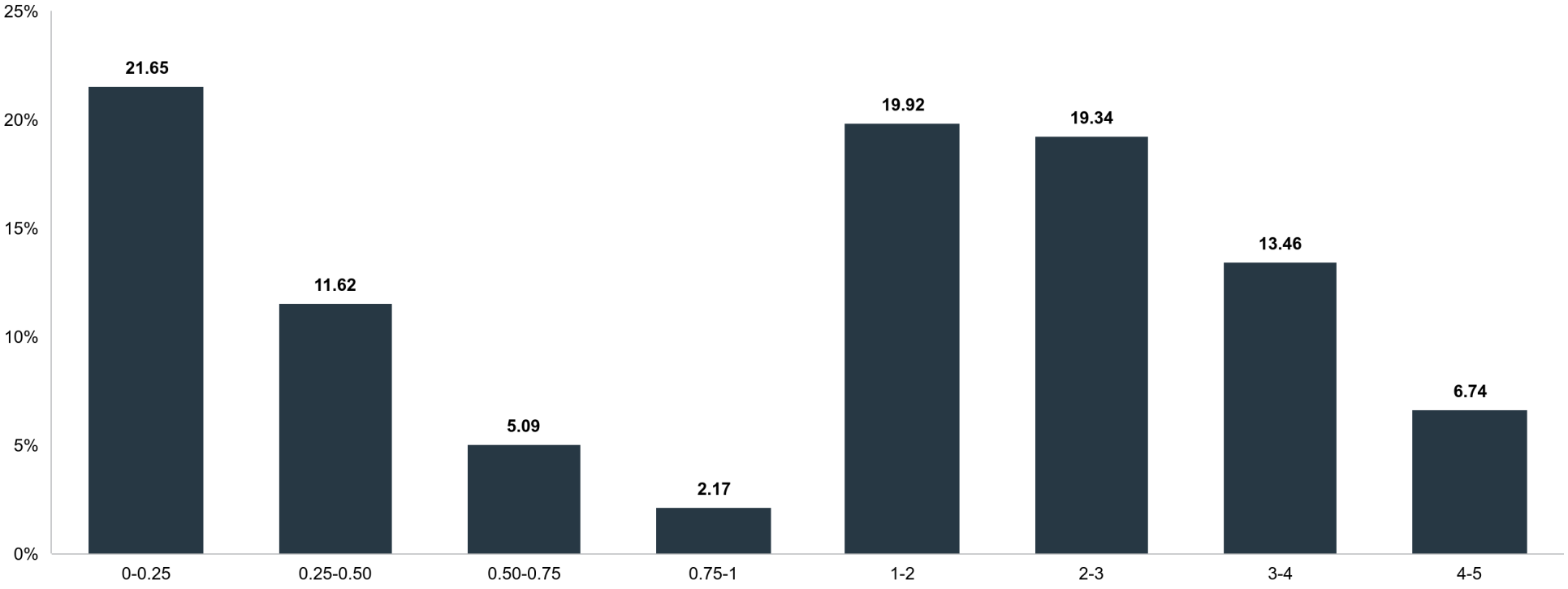
- United States **43.6%**
- Federal Home Loan Banks **16.5%**
- Farm Credit System **14.7%**
- Oregon Short Term Fund **7.0%**
- The Bank of New York Mellon Corporation **2.1%**
- US BANK DEPOSIT **1.8%**
- Citigroup Inc. **1.8%**
- Wells Fargo & Company **1.8%**
- Bank of America Corporation **1.7%**
- Amazon.com, Inc. **1.7%**
- Royal Bank of Canada **1.7%**
- JPMorgan Chase & Co. **1.7%**
- Apple Inc. **1.7%**
- Federal National Mortgage Association **0.8%**
- The Toronto-Dominion Bank **0.8%**
- University of California **0.5%**
- US Dollar **0.1%**

Risk Management-Maturity/Duration

June 30, 2024

1.67 Yrs	Effective Duration	1.85 Yrs	Years to Maturity	677	Days to Maturity

Distribution by Effective Duration



Holdings by Maturity & Ratings

June 30, 2024

Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
CCYUSD	17,145.57	Cash	0.000%	06/30/2024		17,145.57	0.00	17,145.57	0.00%	0.00%	0.00	0.00	0.00	AAA Aaa AAA
OSTF_LGIP	40,511,096.56	OREGON SHORT TERM FUND	5.200%	06/30/2024		40,511,096.56	0.00	40,511,096.56	5.20%	5.20%	7.00	0.01	0.01	NA NA NA
CCYUSD	395,312.50	Receivable	0.000%	06/30/2024		395,312.50	0.00	395,312.50	0.00%	0.00%	0.07	0.00	0.00	AAA Aaa AAA
HILLS_USB_DEP	10,288,046.00	US BANK DEPOSIT	0.010%	06/30/2024		10,288,046.00	0.00	10,288,046.00	0.01%	0.01%	1.78	0.01	0.01	NA NA NA
91282CCL3	11,200,000.00	UNITED STATES TREASURY	0.375%	07/15/2024		11,178,496.00	19,384.62	11,197,880.62	0.44%	4.49%	1.94	0.04	0.05	AA+ Aaa AA+
912828Y87	20,000,000.00	UNITED STATES TREASURY	1.750%	07/31/2024		19,940,600.00	146,153.85	20,086,753.85	5.35%	5.01%	3.47	0.08	0.09	AA+ Aaa AA+
91282CCT6	12,500,000.00	UNITED STATES TREASURY	0.375%	08/15/2024		12,422,625.00	17,642.51	12,440,267.51	0.43%	5.09%	2.15	0.13	0.13	AA+ Aaa AA+
9128282U3	20,000,000.00	UNITED STATES TREASURY	1.875%	08/31/2024		19,878,600.00	125,339.67	20,003,939.67	5.16%	5.37%	3.46	0.17	0.17	AA+ Aaa AA+
912797LJ4	10,000,000.00	UNITED STATES TREASURY	0.000%	09/24/2024		9,876,900.00	0.00	9,876,900.00	5.37%	5.17%	1.71	0.24	0.24	A-1+ P-1 F1+
912797LK1	10,000,000.00	UNITED STATES TREASURY	0.000%	10/01/2024		9,866,900.00	0.00	9,866,900.00	5.38%	5.18%	1.71	0.25	0.26	A-1+ P-1 F1+
3130ATT31	19,960,000.00	FEDERAL HOME LOAN BANKS	4.500%	10/03/2024		19,909,900.40	219,560.00	20,129,460.40	5.39%	5.41%	3.48	0.26	0.26	AA+ Aaa AA+
91282CDB4	20,000,000.00	UNITED STATES TREASURY	0.625%	10/15/2024		19,726,600.00	26,297.81	19,752,897.81	5.34%	5.28%	3.41	0.29	0.29	AA+ Aaa AA+
91282CDH1	10,000,000.00	UNITED STATES TREASURY	0.750%	11/15/2024		9,830,700.00	9,578.80	9,840,278.80	1.95%	5.28%	1.70	0.38	0.37	AA+ Aaa AA+
91282CDS7	10,000,000.00	UNITED STATES TREASURY	1.125%	01/15/2025		9,780,000.00	51,923.08	9,831,923.08	1.79%	5.26%	1.70	0.54	0.53	AA+ Aaa AA+

Holdings by Maturity & Ratings

June 30, 2024

Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
912828ZC7	10,000,000.00	UNITED STATES TREASURY	1.125%	02/28/2025		9,732,700.00	37,601.90	9,770,301.90	1.98%	5.21%	1.69	0.67	0.65	AA+ Aaa AA+
3130AWLY4	7,500,000.00	FEDERAL HOME LOAN BANKS	5.125%	06/13/2025		7,495,725.00	19,218.75	7,514,943.75	4.85%	5.18%	1.30	0.95	0.92	AA+ Aaa AA+
94988J6B8	5,000,000.00	WELLS FARGO BANK NA	5.550%	08/01/2025	07/01/2025	5,006,850.00	115,625.00	5,122,475.00	5.63%	5.41%	0.89	1.09	0.97	A+ Aa2 AA-
3135G05X7	5,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.375%	08/25/2025		4,740,500.00	6,562.50	4,747,062.50	1.18%	5.04%	0.82	1.15	1.13	AA+ Aaa AA+
3130AWS92	7,500,000.00	FEDERAL HOME LOAN BANKS	4.875%	09/12/2025		7,503,825.00	110,703.13	7,614,528.13	5.24%	4.82%	1.32	1.20	1.14	AA+ Aaa AA+
91282CAT8	10,000,000.00	UNITED STATES TREASURY	0.250%	10/31/2025		9,398,100.00	4,211.96	9,402,311.96	1.06%	4.95%	1.62	1.34	1.31	AA+ Aaa AA+
3133EPC37	12,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.875%	11/13/2025		12,482,500.00	81,250.00	12,563,750.00	4.84%	4.98%	2.17	1.37	1.31	AA+ Aaa AA+
06405LAC5	7,500,000.00	BANK OF NEW YORK MELLON	5.224%	11/21/2025	11/21/2024	7,486,575.00	43,533.33	7,530,108.33	5.35%	5.65%	1.30	1.39	0.39	AA- Aa2 AA
023135CN4	5,000,000.00	AMAZON.COM INC	4.600%	12/01/2025		4,968,450.00	19,166.67	4,987,616.67	4.64%	5.06%	0.86	1.42	1.36	AA A1 AA-
3133EPMB8	10,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.125%	12/08/2025		9,879,700.00	26,354.17	9,906,054.17	4.61%	5.00%	1.71	1.44	1.38	AA+ Aaa AA+
89114QCP1	5,000,000.00	TORONTO-DOMINION BANK	0.750%	01/06/2026		4,671,000.00	18,229.17	4,689,229.17	1.57%	5.31%	0.81	1.52	1.47	A A1 AA-
037833EB2	5,000,000.00	APPLE INC	0.700%	02/08/2026	01/08/2026	4,669,350.00	13,902.78	4,683,252.78	1.29%	5.02%	0.81	1.61	1.56	AA+ Aaa NA
3133EPLC7	7,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.125%	02/26/2026		7,413,600.00	107,421.88	7,521,021.88	4.19%	4.85%	1.30	1.66	1.56	AA+ Aaa AA+
46647PBH8	5,000,000.00	JPMORGAN CHASE & CO	2.005%	03/13/2026	03/13/2025	4,870,550.00	30,075.00	4,900,625.00	1.64%	5.78%	0.85	1.70	0.68	A- A1 AA-

Holdings by Maturity & Ratings

June 30, 2024

Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
3133EPNV3	10,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.375%	03/30/2026		9,921,800.00	110,590.28	10,032,390.28	4.68%	4.84%	1.73	1.75	1.65	AA+ Aaa AA+
06051GKM0	5,000,000.00	BANK OF AMERICA CORP	3.384%	04/02/2026	04/02/2025	4,910,450.00	41,830.00	4,952,280.00	3.58%	5.82%	0.86	1.76	0.73	A- A1 AA-
78016EZQ3	5,000,000.00	ROYAL BANK OF CANADA	1.200%	04/27/2026		4,644,550.00	10,666.67	4,655,216.67	3.02%	5.33%	0.80	1.82	1.76	A A1 AA-
3133EPUD5	5,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.750%	05/28/2026		4,994,800.00	21,770.83	5,016,570.83	4.87%	4.81%	0.87	1.91	1.80	AA+ Aaa AA+
3133EPNG6	10,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.375%	06/23/2026		9,929,400.00	9,722.22	9,939,122.22	4.39%	4.75%	1.72	1.98	1.88	AA+ Aaa AA+
91282CCJ8	7,500,000.00	UNITED STATES TREASURY	0.875%	06/30/2026		6,957,450.00	178.33	6,957,628.33	1.16%	4.70%	1.20	2.00	1.94	AA+ Aaa AA+
3133EPPE9	7,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.375%	07/06/2026		7,439,475.00	159,505.21	7,598,980.21	4.47%	4.80%	1.31	2.02	1.87	AA+ Aaa AA+
91282CCW9	10,000,000.00	UNITED STATES TREASURY	0.750%	08/31/2026		9,196,900.00	25,067.93	9,221,967.93	1.60%	4.68%	1.59	2.17	2.10	AA+ Aaa AA+
3130AWTQ3	7,500,000.00	FEDERAL HOME LOAN BANKS	4.625%	09/11/2026		7,483,650.00	105,989.58	7,589,639.58	5.05%	4.73%	1.31	2.20	2.04	AA+ Aaa AA+
46625HRV4	5,000,000.00	JPMORGAN CHASE & CO	2.950%	10/01/2026	07/01/2026	4,764,650.00	36,875.00	4,801,525.00	2.94%	5.18%	0.83	2.25	2.12	A- A1 AA-
91282CDG3	10,000,000.00	UNITED STATES TREASURY	1.125%	10/31/2026		9,228,500.00	18,953.80	9,247,453.80	2.71%	4.64%	1.60	2.34	2.26	AA+ Aaa AA+
3130AXU63	5,000,000.00	FEDERAL HOME LOAN BANKS	4.625%	11/17/2026		4,995,000.00	28,263.89	5,023,263.89	4.42%	4.67%	0.87	2.38	2.22	AA+ Aaa AA+
91282CDK4	7,500,000.00	UNITED STATES TREASURY	1.250%	11/30/2026		6,926,700.00	7,940.57	6,934,640.57	1.20%	4.62%	1.20	2.42	2.34	AA+ Aaa AA+
17325FBC1	5,000,000.00	CITIBANK NA	5.488%	12/04/2026	11/04/2026	5,027,000.00	20,580.00	5,047,580.00	5.13%	5.24%	0.87	2.43	2.18	A+ Aa3 A+

Holdings by Maturity & Ratings

June 30, 2024

Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
94988J6F9	5,000,000.00	WELLS FARGO BANK NA	5.254%	12/11/2026	11/10/2026	5,005,200.00	14,594.44	5,019,794.44	5.13%	5.21%	0.87	2.45	2.20	A+ Aa2 AA-
06051GLE7	5,000,000.00	BANK OF AMERICA CORP	5.080%	01/20/2027	01/20/2026	4,970,000.00	113,594.44	5,083,594.44	5.20%	5.48%	0.88	2.56	1.45	A- A1 AA-
912828Z78	10,000,000.00	UNITED STATES TREASURY	1.500%	01/31/2027		9,254,700.00	62,637.36	9,317,337.36	1.94%	4.58%	1.61	2.59	2.48	AA+ Aaa AA+
91282CEF4	5,000,000.00	UNITED STATES TREASURY	2.500%	03/31/2027		4,739,250.00	31,420.77	4,770,670.77	4.05%	4.53%	0.82	2.75	2.60	AA+ Aaa AA+
91282CEN7	5,000,000.00	UNITED STATES TREASURY	2.750%	04/30/2027		4,763,650.00	23,165.76	4,786,815.76	4.06%	4.54%	0.83	2.83	2.68	AA+ Aaa AA+
912828X88	5,000,000.00	UNITED STATES TREASURY	2.375%	05/15/2027		4,709,000.00	15,166.44	4,724,166.44	3.78%	4.55%	0.82	2.87	2.73	AA+ Aaa AA+
91282CET4	5,000,000.00	UNITED STATES TREASURY	2.625%	05/31/2027		4,741,800.00	11,116.80	4,752,916.80	3.07%	4.53%	0.82	2.92	2.76	AA+ Aaa AA+
91282CFB2	5,000,000.00	UNITED STATES TREASURY	2.750%	07/31/2027		4,747,650.00	57,417.58	4,805,067.58	4.07%	4.52%	0.83	3.08	2.88	AA+ Aaa AA+
78016FZS6	5,300,000.00	ROYAL BANK OF CANADA	4.240%	08/03/2027		5,156,900.00	92,384.89	5,249,284.89	4.77%	5.19%	0.91	3.09	2.81	A A1 AA-
91282CFM8	5,750,000.00	UNITED STATES TREASURY	4.125%	09/30/2027		5,684,852.50	59,620.90	5,744,473.40	3.94%	4.50%	0.99	3.25	2.98	AA+ Aaa AA+
3133EPYM1	10,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.750%	10/13/2027		10,050,600.00	102,916.67	10,153,516.67	4.82%	4.58%	1.75	3.29	2.99	AA+ Aaa AA+
023135CP9	5,000,000.00	AMAZON.COM INC	4.550%	12/01/2027	11/01/2027	4,962,850.00	18,958.33	4,981,808.33	4.35%	4.79%	0.86	3.42	3.07	AA A1 AA-
06406RAB3	5,000,000.00	BANK OF NEW YORK MELLON CORP	3.442%	02/07/2028	02/07/2027	4,783,800.00	68,840.00	4,852,640.00	4.77%	5.24%	0.84	3.61	2.42	A A1 AA-
3133EPAV7	5,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	3.875%	02/14/2028		4,896,800.00	73,732.64	4,970,532.64	3.87%	4.50%	0.86	3.63	3.29	AA+ Aaa AA+

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Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
3130ATS57	5,000,000.00	FEDERAL HOME LOAN BANKS	4.500%	03/10/2028		4,993,850.00	69,375.00	5,063,225.00	3.89%	4.53%	0.88	3.70	3.33	AA+ Aaa AA+
037833ET3	5,000,000.00	APPLE INC	4.000%	05/10/2028	04/10/2028	4,896,150.00	28,333.33	4,924,483.33	4.13%	4.59%	0.85	3.86	3.47	AA+ Aaa NA
91412GXT7	3,035,000.00	UNIVERSITY CALIF REVS	3.809%	05/15/2028		2,934,238.00	14,771.51	2,949,009.51	4.62%	4.76%	0.51	3.88	3.54	AA- Aa3 AA-
3130AVVX7	7,500,000.00	FEDERAL HOME LOAN BANKS	3.750%	06/09/2028		7,332,975.00	17,187.50	7,350,162.50	3.95%	4.37%	1.27	3.94	3.62	AA+ Aaa AA+
3130AWN63	10,000,000.00	FEDERAL HOME LOAN BANKS	4.000%	06/30/2028		9,720,600.00	1,111.11	9,721,711.11	4.16%	4.77%	1.68	4.00	3.58	AA+ Aaa AA+
91282CHQ7	10,000,000.00	UNITED STATES TREASURY	4.125%	07/31/2028		9,894,100.00	172,252.75	10,066,352.75	4.29%	4.41%	1.74	4.08	3.66	AA+ Aaa AA+
3130AWTR1	5,000,000.00	FEDERAL HOME LOAN BANKS	4.375%	09/08/2028		4,983,200.00	68,663.19	5,051,863.19	4.49%	4.46%	0.87	4.19	3.74	AA+ Aaa AA+
17325FBB3	5,000,000.00	CITIBANK NA	5.803%	09/29/2028	08/29/2028	5,136,800.00	74,149.44	5,210,949.44	5.91%	5.07%	0.90	4.25	3.62	A+ Aa3 A+
3133EPC45	7,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.625%	11/13/2028		7,549,050.00	46,250.00	7,595,300.00	4.52%	4.46%	1.31	4.37	3.90	AA+ Aaa AA+
3130AXQK7	10,000,000.00	FEDERAL HOME LOAN BANKS	4.750%	12/08/2028		10,138,400.00	30,347.22	10,168,747.22	4.20%	4.40%	1.76	4.44	3.96	AA+ Aaa AA+
91282CJW2	10,000,000.00	UNITED STATES TREASURY	4.000%	01/31/2029		9,846,100.00	167,032.97	10,013,132.97	4.21%	4.37%	1.73	4.59	4.08	AA+ Aaa AA+
3130B13J4	10,000,000.00	FEDERAL HOME LOAN BANKS	4.625%	03/09/2029		10,094,100.00	87,361.11	10,181,461.11	4.73%	4.40%	1.76	4.69	4.15	AA+ Aaa AA+
91282CEM9	10,000,000.00	UNITED STATES TREASURY	2.875%	04/30/2029		9,352,000.00	48,437.50	9,400,437.50	4.47%	4.37%	1.62	4.83	4.42	AA+ Aaa AA+
91282CEV9	10,000,000.00	UNITED STATES TREASURY	3.250%	06/30/2029		9,500,400.00	883.15	9,501,283.15	4.46%	4.37%	1.64	5.00	4.47	AA+ Aaa AA+
Total	**586,456,600.63**		**3.055%**			**575,201,687.53**	**3,419,393.72**	**578,621,081.25**	**3.94%**	**4.84%**	**100.00**	**1.85**	**1.67**	

Transactions

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Cusip	Security	Trade Date	Settlement Date	Coupon Payment	Price	Par Amount	Principal Amount	Accrued Amount	Total Amount	Broker
Buy										
91282CEM9	US TREASURY 2.875 04/30/29	06/07/2024	06/11/2024	0.00	93.08	10,000,000.00	9,308,203.13	32,812.50	9,341,015.63	CITIGROUP
91282CEV9	US TREASURY 3.250 06/30/29	06/07/2024	06/11/2024	0.00	94.56	10,000,000.00	9,455,859.38	145,535.71	9,601,395.09	WELLS FARGO
912797LK1	US TREASURY BILL 10/01/24	06/11/2024	06/14/2024	0.00	98.42	10,000,000.00	9,841,828.89	0.00	9,841,828.89	MORGAN STANLEY
912797LJ4	US TREASURY BILL 09/24/24	06/17/2024	06/21/2024	0.00	98.62	10,000,000.00	9,862,124.65	0.00	9,862,124.65	BMO-CHICAGO BRANCH
OSTF_LGIP	OREGON SHORT TERM FUND	06/30/2024	06/30/2024	0.00	1.00	2,605,216.18	2,605,216.18	0.00	2,605,216.18	Direct
HILLS_USB_DEP	US BANK DEPOSIT	06/30/2024	06/30/2024	0.00	1.00	177,030.95	177,030.95	0.00	177,030.95	Direct
Total				**0.00**		**42,782,247.13**	**41,250,263.18**	**178,348.21**	**41,428,611.39**	
Sell										
912828ZT0	US TREASURY 0.250 05/31/25	06/07/2024	06/11/2024	0.00	95.36	10,000,000.00	9,536,328.13	(751.37)	9,537,079.50	STONEX FINANCIAL INC.
91282CCX7	US TREASURY 0.375 09/15/24	06/07/2024	06/11/2024	0.00	98.71	10,000,000.00	9,871,093.75	(8,967.39)	9,880,061.14	MORGAN STANLEY
Total				**0.00**		**20,000,000.00**	**19,407,421.88**	**(9,718.76)**	**19,417,140.64**	
Maturity										
3130ATVC8	FHLBANKS 4.875 06/14/24 MATD	06/14/2024	06/14/2024	0.00	100.00	10,000,000.00	10,000,000.00	0.00	10,000,000.00	
313384YK9	FHLBANKS D NOTE 06/21/24 MATD	06/21/2024	06/21/2024	0.00	100.00	20,000,000.00	20,000,000.00	0.00	20,000,000.00	
912796Y45	US TREASURY BILL 06/27/24 MATD	06/27/2024	06/27/2024	0.00	100.00	15,165,000.00	15,165,000.00	0.00	15,165,000.00	
Total				**0.00**		**45,165,000.00**	**45,165,000.00**	**0.00**	**45,165,000.00**	
Coupon										
023135CN4	AMAZON.COM 4.600 12/01/25	06/01/2024	06/01/2024	115,000.00		0.00	0.00	0.00	115,000.00	
023135CP9	AMAZON.COM 4.550 12/01/27 '27	06/01/2024	06/01/2024	113,750.00		0.00	0.00	0.00	113,750.00	
17325FBC1	CITIBANK NA US 5.488 12/04/26 '26	06/04/2024	06/04/2024	137,200.00		0.00	0.00	0.00	137,200.00	
3133EPMB8	FED FARM CR BNKS 4.125 12/08/25	06/08/2024	06/08/2024	206,250.00		0.00	0.00	0.00	206,250.00	
3130AXQK7	FHLBANKS 4.750 12/08/28	06/08/2024	06/08/2024	283,680.56		0.00	0.00	0.00	283,680.56	
3130AVVX7	FHLBANKS 3.750 06/09/28	06/09/2024	06/09/2024	140,625.00		0.00	0.00	0.00	140,625.00	
94988J6F9	WELLS FARGO BANK 5.254 12/11/26 '26 MTN	06/11/2024	06/11/2024	131,350.00		0.00	0.00	0.00	131,350.00	
3130AWLY4	FHLBANKS 5.125 06/13/25	06/13/2024	06/13/2024	192,187.50		0.00	0.00	0.00	192,187.50	
3130ATVC8	FHLBANKS 4.875 06/14/24 MATD	06/14/2024	06/14/2024	243,750.00		0.00	0.00	0.00	243,750.00	
3133EPNG6	FED FARM CR BNKS 4.375 06/23/26	06/23/2024	06/23/2024	218,750.00		0.00	0.00	0.00	218,750.00	
91282CCJ8	US TREASURY 0.875 06/30/26	06/30/2024	06/30/2024	32,812.50		0.00	0.00	0.00	32,812.50	

Transactions

June 30, 2024

Cusip	Security	Trade Date	Settlement Date	Coupon Payment	Price	Par Amount	Principal Amount	Accrued Amount	Total Amount	Broker
3130AWN63	FHLBANKS 4.000 06/30/28	06/30/2024	06/30/2024	200,000.00		0.00	0.00	0.00	200,000.00	
91282CEV9	US TREASURY 3.250 06/30/29	06/30/2024	06/30/2024	162,500.00		0.00	0.00	0.00	162,500.00	
Total				**2,177,855.56**		**0.00**	**0.00**	**0.00**	**2,177,855.56**	
Custody Fee										
CCYUSD	US DOLLAR	06/26/2024	06/26/2024	0.00		2,248.76	(2,248.76)	0.00	(2,248.76)	
CCYUSD	US DOLLAR	06/26/2024	06/26/2024	0.00		605.67	(605.67)	0.00	(605.67)	
Total				**0.00**		**2,854.43**	**(2,854.43)**	**0.00**	**(2,854.43)**	
Cash Transfer										
CCYUSD	US DOLLAR	06/03/2024	06/03/2024	0.00		228,750.00	(228,750.00)	0.00	(228,750.00)	
CCYUSD	US DOLLAR	06/04/2024	06/04/2024	0.00		137,200.00	(137,200.00)	0.00	(137,200.00)	
CCYUSD	US DOLLAR	06/10/2024	06/10/2024	0.00		630,555.56	(630,555.56)	0.00	(630,555.56)	
CCYUSD	US DOLLAR	06/11/2024	06/11/2024	0.00		606,070.92	(606,070.92)	0.00	(606,070.92)	
CCYUSD	US DOLLAR	06/13/2024	06/13/2024	0.00		192,196.50	(192,196.50)	0.00	(192,196.50)	
CCYUSD	US DOLLAR	06/14/2024	06/14/2024	0.00		401,921.11	(401,921.11)	0.00	(401,921.11)	
CCYUSD	US DOLLAR	06/21/2024	06/21/2024	0.00		10,137,875.35	(10,137,875.35)	0.00	(10,137,875.35)	
CCYUSD	US DOLLAR	06/24/2024	06/24/2024	0.00		218,750.00	(218,750.00)	0.00	(218,750.00)	
CCYUSD	US DOLLAR	06/27/2024	06/27/2024	0.00		15,165,000.00	(15,165,000.00)	0.00	(15,165,000.00)	
Total				**0.00**		**27,718,319.44**	**(27,718,319.44)**	**0.00**	**(27,718,319.44)**	
Interest Income										
OSTF_LGIP	OREGON SHORT TERM FUND	06/30/2024	06/30/2024	154,755.52		0.00	154,755.52	0.00	154,755.52	
Total				**154,755.52**		**0.00**	**154,755.52**	**0.00**	**154,755.52**	

This report is for general informational purposes only and is not intended to provide specific advice or recommendations. Government Portfolio Advisors (GPA) is an investment advisor registered with the Securities and Exchange Commission and is required to maintain a written disclosure statement of our background and business experience.

Questions About an Account: GPA's monthly & quarterly reports are intended to detail the investment advisory activity managed by GPA. The custodial bank maintains the control of assets and settles all investment transactions. The custodial statement is the official record of security and cash holdings and transactions. GPA recognizes that clients may use these reports to facilitate record keeping and that the custodial bank statement and the GPA report should be reconciled, and differences documented.

Trade Date versus Settlement Date: Many custodial banks use settlement date basis and post coupons or maturities on the following business days when they occur on weekend. These items may result in the need to reconcile due to a timing difference. GPA reports are on a trade date basis in accordance with GIPS performance standards. GPA can provide all account settings to support the reason for any variance.

Bank Deposits and Pooled Investment Funds Held in Liquidity Accounts Away from the Custodial Bank are Referred to as Line Item Securities: GPA relies on the information provided by clients when reporting pool balances, bank balances and other assets that are not held at the client's custodial bank. GPA does not guarantee the accuracy of information received from third parties. Balances cannot be adjusted once submitted however corrective transactions can be entered as adjustments in the following months activity. Assets held outside the custodial bank that are reported to GPA are included in GPA's oversight compliance reporting and strategic plan.

Account Control: GPA does not have the authority to withdraw or deposit funds from or to any client's custodial account. Clients retain responsibility for the deposit and withdrawal of funds to the custodial account. Our clients retain responsibility for their internal accounting policies, implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Custodial Bank Interface: Our contract provides for the ability for GPA to interface into our client's custodial bank to reconcile transactions, maturities and coupon payments. The GPA client portal will be available to all clients to access this information directly at any time.

Market Price: Generally, GPA has set all securities market pricing to match custodial bank pricing. There may be certain securities that will require pricing override due to inaccurate custodial bank pricing that will otherwise distort portfolio performance returns. GPA may utilize Refinitiv pricing source for commercial paper, discount notes and supranational bonds when custodial bank pricing does not reflect current market levels. The pricing variances are obvious when market yields are distorted from the current market levels.

Performance Calculation: Historical returns are presented as time-weighted total return values and are presented gross and net of fees.

Amortized Cost: The original cost on the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discounts or premiums are amortized on a straight-line basis on all securities. This can be changed at the client's request.

Callable Securities: Securities subject to redemption in whole or in part prior to the stated final maturity at the discretion of the security's issuer are referred to as "callable". Certain call dates may not show up on the report if the call date has passed or if the security is continuously callable until maturity date. Bonds purchased at a premium will be amortized to the next call date while all other callable securities will be amortized to maturity. If the bond is amortized to the call date, amortization will be reflected to that date and once the call date passes, the bond will be fully amortized.

Duration: The duration is the effective duration. Duration on callable securities is based on the probability of the security being called given market rates and security characteristics.

Benchmark Duration: The benchmark duration is based on the duration of the stated benchmark that is assigned to each account.

Rating: Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Coupon Payments and Maturities on Weekends: On occasion, coupon payments and maturities occur on a weekend or holiday. GPA's report settings are on the accrual basis so the coupon postings and maturities will be accounted for in the period earned. The bank may be set at a cash basis, which may result in a reconciliation variance.

Cash and Cash Equivalents: GPA has defined cash and cash equivalents to be cash, bank deposits, LGIP pools and repurchase agreements. This may vary from your custodial bank which typically defines cash and equivalents as all securities that mature under 90 days. Check with your custodial bank to understand their methodology.

Account Settings: GPA has the portfolio settings at the lot level, if a security is sold our setting will remove the lowest cost security first. First-in-first-out (FIFO) settings are available at the client's request.

Historical Numbers: Data was transferred from GPA's legacy system, however, variances may exist from the data received due to a change of settings on Clearwater. GPA is utilizing this information for historical return data with the understanding the accrual settings and pricing sources may differ slightly.

Financial Situation: In order to better serve you, GPA should be promptly notified of any material change in your investment objective or financial situation.

No Guarantee: The securities in the portfolio are not guaranteed or otherwise protected by GPA, the FDIC (except for non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested.



GPA GOVERNMENT PORTFOLIO ADVISORS

Quarterly Investment Report
City of Sample

June 30, 2024

Total Aggregate Portfolio

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June 30, 2024

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Market Commentary

Market Yields: Market yields in Q2 rose early in the quarter on April's strong jobs data and March's CPI print before partially retreating as the data evolved into slowing inflation and softer employment, leading fixed-income investors to adjust their expectations of the Fed funds market over the near future. Entering Q2, market participants expected the Fed to lower rates at their June meeting, and if not, certainly at their July meeting. The meetings in June and July passed without the Fed acting to lower rates. Inflation proved just sticky enough to reduce expectations of the extent and the timing of lower rates. The economic environment continued to show more resilience to higher rates than expected, which added to the uncertainty of when the Fed would move to lower rates and how long the action to lower rates would last. The bellwether two-year Treasury note increased 13 basis points in yield from Q1 to Q2, closing Q2 with a yield of 4.75%.

FOMC: The Federal Open Market Committee (FOMC) was cautious about lowering rates in Q2 2024. Despite the Fed's progress in lowering inflation closer to its 2% target, the FOMC communicated its intention to hold off on rate cuts until it is confident that inflation will continue to decrease. This cautious approach will help prevent a premature easing that could reverse the Fed's progress in lowering inflation.

Employment: The labor market softened in Q2 as the unemployment rate rose to 4.1%, the highest level since November 2021. Job openings declined along with a decrease in the quits ratio as fewer workers walked away from their jobs, hoping to find something better. A growing number of people filed for unemployment benefits. The increase in labor slack contributed to a slowing in wage growth from 4.1% to 3.9%. However, continued weakness in labor and moderating wage growth provides a promising outlook for the future as it will likely allow the Fed to ease rates sometime in Q3, most likely at their September 18 meeting.

Market Outlook

Inflation: The Fed's preferred inflation metric, Core PCE, slowed during Q2 from a year-ending annual growth rate of 2.9% to 2.6% in Q2. The lag effects of higher interest rates are complex to time but are constantly working to increase the cost of capital, which should eventually slow final demand and, consequently, inflationary growth. The Fed funds rate is still trading higher than the inflation rate, which is slightly restrictive but will not deter the Fed from lowering rates as inflation moves closer to its 2% long-term target.

GDP: Real GDP slowed to a currently estimated rate of 1.4% in Q2 from a rate of 3.4% at the end of 2023. GDP growth is expected to show moderate growth between 1.5% and 2% throughout the remainder of 2024.

Fed Funds: The Fed continued to be on hold in Q2, leaving the Fed funds rate unchanged from 5.25% to 5.50%. The continuation of the disinflationary trend, along with a slightly weaker labor market, should allow the Fed an opportunity to start its easing phase of this cycle. We expect the Fed will lower rates by 25 basis points at their September 18th meeting and then another 25 basis points at their December 18th meeting. By year-end, Fed funds are expected to be trading at 4.75% to 5.00%.

Two-year Yield Expectations: During Q2, Two-year Treasury yields increased by 13 basis points from 4.62% to 4.75%. Two-year yields are expected to decline with the Fed funds rate as market participants are forecasting two-year notes to trade at 4.50% in Q3 and 4.25% in Q4.

Portfolio Positioning and Strategic Outlook: Credit spreads are trading at historically tight levels, and the Fed is near the end of its tightening cycle. This late-cycle environment should argue for a tactical portfolio adjustment to overweight duration and underweight credit. As the Fed begins to ease into a weakening economy. Longer duration Treasury issues should outperform the added yield provided in similar duration credit securities. As the economy weakens and credit spreads begin to widen, we will watch for future opportunities to add credit with more attractive spreads relative to Treasury yields.

Quarterly Yield Change

	09/30/23	12/31/23	03/31/24	06/30/24
3 month bill	5.451	5.33	5.36	5.355
2 year note	5.046	4.25	4.62	4.753
5 year note	4.611	3.85	4.21	4.377
10 year note	4.572	3.88	4.2	4.396

Economists' Survey Projections

	Q3-24	Q4-24	Q1-25	Q2-25
Real GDP	1.6	1.6	1.8	1.9
Core PCE (YOY%)	2.7	2.7	2.4	2.3
Unemployment	4.0	4.1	4.1	4.2

Economists' Survey Projections for Rates

	Q3-24	Q4-24	Q1-25	Q2-25
Fed Funds	5.35	5.05	4.75	4.4
2 Year	4.53	4.24	4.03	3.85
10 year	4.25	4.13	4.06	4.01

Compliance Report

City of Sample | Total Aggregate Portfolio

June 30, 2024

Category

Policy Diversification Constraint	Policy Limit	Actual Value*	Status
US Treasury Obligations Maximum % of Holdings	100.000	32.326	Compliant
US Agency Callable Securities Maximum % of Total Portfolio	31.500	0.000	Compliant
US Agency FFCB Issuer Concentration	35.000	16.657	Compliant
US Agency FHLB Issuer Concentration	35.000	13.749	Compliant
US Agency FHLMC Issuer Concentration	35.000	0.000	Compliant
US Agency FNMA Issuer Concentration	35.000	0.000	Compliant
US Agency Obligations - All Other Issuers Combined	35.000	0.000	Compliant
US Agency Obligations Issuer Concentration	35.000	16.657	Compliant
US Agency Obligations Maximum % of Holdings	35.000	30.406	Compliant
Supranationals - Issuer is ADB, IADB, IBRD, or IFC	0.000	0.000	Compliant
Supranationals Issuer Concentration	5.000	1.483	Compliant
Supranationals Maximum % of Holdings	10.000	3.716	Compliant
Municipal Bonds Issuer Concentration	5.000	1.928	Compliant
Municipal Bonds Maximum % of Holdings	30.000	5.418	Compliant
Municipal Bonds WA issues GO/Local and GO only Outside WA	0.000	0.000	Compliant
Municipal Issue Directly Internally or Interfund Loans Maximum % of Holdings	15.000	0.000	Compliant
Corporate Notes & Commercial Paper Foreign Exposure except Canada	2.000	0.000	Compliant
Corporate Notes & Commercial Paper Maximum % of Holdings	25.000	7.140	Compliant
Corporate Notes & Commercial Paper Single Issuer %	3.000	1.307	Compliant
Corporate Notes Ratings Minimum A-/A3/A- by All if rated	0.000	0.000	Compliant
Corporate Notes Split AA- to A- Issuer Concentration % (All must be rated at least A-) (2%)	2.000	0.000	Compliant
Certificates of Deposit Issuer Concentration	5.000	0.000	Compliant
Certificates of Deposit Maximum % of Holdings	20.000	0.000	Compliant
Banker's Acceptance Issuer Concentration	5.000	0.000	Compliant
Banker's Acceptance Maximum % of Holdings	10.000	0.000	Compliant
LGIP Maximum % of Holdings	100.000	17.576	Compliant
PDPC Bank Deposits Issuer Concentration	100.000	3.390	Compliant
PDPC Bank Deposits Maximum % of Holdings	20.000	3.390	Compliant

1) Actual values are based on market value.
2) The compliance report allows for resolutions to be documented if an actual value exceeds a limit. The specific resolution can be found on the client portal site.

Compliance Report

City of Sample | Total Aggregate Portfolio

June 30, 2024

Category

Policy Maturity Structure Constraint	Policy Limit	Actual %	Status
Maturity Constraints Under 30 days Minimum % of Total Portfolio	10.000	22.700	Compliant
Maturity Constraints Under 1 year Minimum % of Total Portfolio	25.000	42.961	Compliant
Maturity Constraints Under 5.5 years Minimum % of Total Portfolio	100.000	100.000	Compliant
Policy Maturity Constraint	**Policy Limit**	**Actual Term**	**Status**
US Treasury Maximum Maturity At Time of Purchase (years)	5.500	4.973	Compliant
US Agency Maximum Maturity At Time of Purchase (years)	5.500	5.142	Compliant
Supranationals Maximum Maturity At Time of Purchase (years)	5.500	4.841	Compliant
Municipals Maximum Maturity At Time of Purchase (years)	5.500	5.148	Compliant
Corporate Maximum Maturity At Time of Purchase (years)	5.500	4.956	Compliant
Corporate Note Portfolio Duration (years)	3.000	1.732	Compliant
Commercial Paper Maximum Maturity At Time of Purchase (days)	270.000	0.000	Compliant
Commercial Paper Over 100 days Minimum Long Term Rating A-/A3/A- by one	0.000	0.000	Compliant
Certificates of Deposit Maximum Maturity At Time of Purchase (years)	5.500	0.000	Compliant
Banker's Acceptance Maximum Maturity At Time of Purchase (days)	180.000	0.000	Compliant
Weighted Average Maturity (years)	2.000	1.724	Compliant
Policy Credit Constraint			**Status**
Supranationals Ratings AA-/Aa3/AA- or better (Rated by 1 NRSRO)			Compliant
Municipal Bonds Ratings Minimum A-/A3/A- (Rated by 1 NRSRO)			Compliant
Corporate Notes AA-/Aa3/AA- by All If Rated Issuer Concentration (3%)			Compliant
Corporate Notes Single A with Negative Outlook Cannot Purchase			Compliant
Commercial Paper Ratings Minimum ST Rating A1/P1/F1 (Rated by 2 NRSROs)			Compliant

1) Actual values are based on market value.
2) The compliance report allows for resolutions to be documented if an actual value exceeds a limit. The specific resolution can be found on the client portal site.

Strategic Quarterly Update

City of Sample | Total Aggregate Portfolio

June 30, 2024

Strategic Outlook

• Real GDP increased in Q1 at a 1.4% annual rate, a slowdown from the strong Q3 and Q4 2023 marks but remains in positive territory. Over the coming year, growth is expected to show moderate advancement ranging from 1.5% to 2%.

• The consumer continues to prove resilient in the face of elevated inflation, but signs of softening are evident. With unemployment ticking up to 4.1% in Q2 – the highest level since November 2021 – and wage growth slowing, the economic environment provides a promising outlook for the Fed to ease rates, which we believe will most likely occur during the September meeting

• Core PCE slowed from a year-ending annual growth rate of 2.9% to 2.6% as the disinflationary trend resumed moving towards the Fed's target 2% level. As a result, more economists are predicting that the Fed may successfully navigate the elusive soft landing.

Portfolio Positioning

- In anticipation of lower interest rates over the coming year, we continue to position Core Investment portfolios duration neutral to long relative to their respective benchmarks.
- We maintained our overweight to US Treasuries in Q2 due to tight yield spreads on Agencies and Corporates. Looking forward, we seek opportunities to add to these asset classes should spreads widen.
- The total portfolio book yield increased from 3.495 to 3.667.
- The total portfolio unrealized loss ended the quarter at -$3,878,766.
- The core portfolio duration decreased over the quarter from 2.054 last quarter to 2.025 this quarter. The benchmark duration ended the quarter at 2.103.
- Net total return for the core portfolio, which includes change in market value and interest income, was 0.91%. The benchmark total return for the period was 0.93%.

Strategic Quarterly Update

City of Sample | Total Aggregate Portfolio

June 30, 2024

Metric	Previous	Current
Strategy	**03/31/2024**	**06/30/2024**
Effective Duration		
Investment Core	2.05	2.02
Benchmark Duration	2.10	2.10
Total Effective Duration	**1.63**	**1.60**
Total Return (Net of Fees %)*		
Investment Core	0.35	0.91
Benchmark Return	0.25	0.93
Total Portfolio Performance	**0.51**	**0.94**
**Changes in Market Value include net unrealized and realized gains/ losses.*		
Maturity Total Portfolio		
Average Maturity Total Holdings	**1.75**	**1.73**

Metric	Previous	Current
Book Yield	**03/31/2024**	**06/30/2024**
Ending Book Yield		
Investment Core	3.24%	3.43%
Liquidity	4.48%	4.55%
Total Book Yield	**3.49%**	**3.67%**
Values	**03/31/2024**	**06/30/2024**
Market Value + Accrued		
Investment Core	206,313,313	206,809,642
Liquidity	54,478,545	54,483,695
Total MV + Accrued	**260,791,858**	**261,293,337**
Net Unrealized Gain/Loss		
Total Net Unrealized Gain/Loss	**(4,007,985)**	**(3,878,766)**

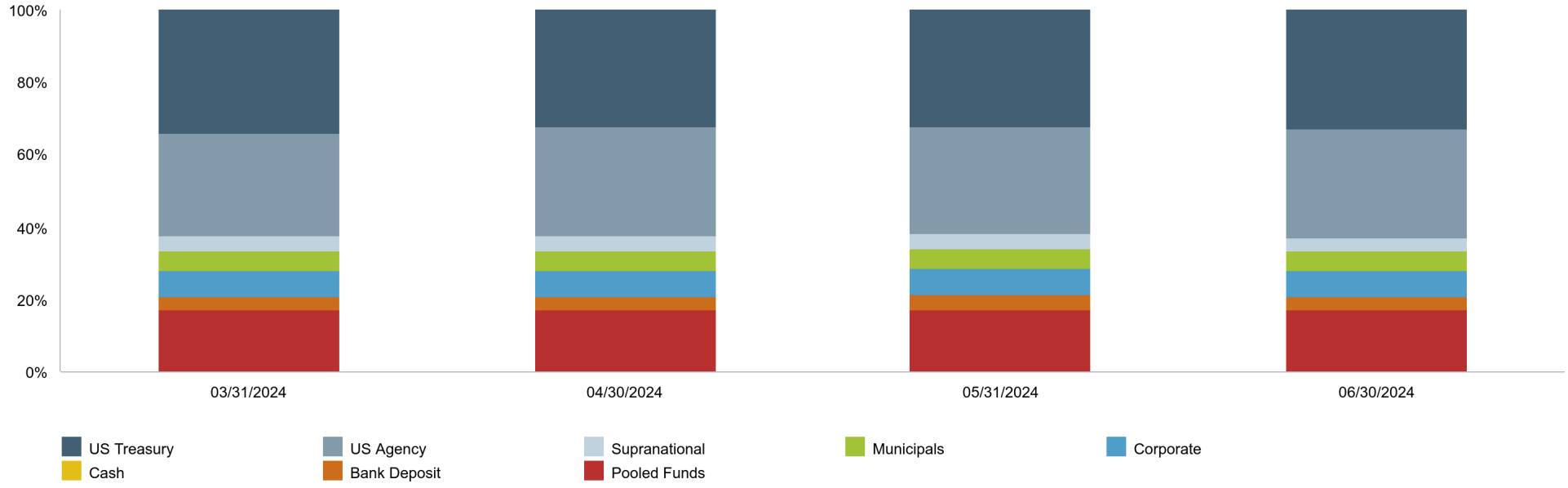
Asset Allocation Change over Quarter

City of Sample | Total Aggregate Portfolio

June 30, 2024

Asset Allocation Changes

	03/31/2024		06/30/2024		Change	
Security Type	**Market Value + Accrued**	**% of Portfolio**	**Market Value + Accrued**	**% of Portfolio**	**Market Value + Accrued**	**% of Portfolio**
US Treasury	87,649,814.17	33.61%	84,309,038.94	32.27%	(3,340,775.22)	(1.34%)
US Agency	74,358,327.50	28.51%	79,689,632.33	30.50%	5,331,304.83	1.99%
Supranational	11,229,712.01	4.31%	9,809,232.01	3.75%	(1,420,480.00)	(0.55%)
Municipals	14,264,153.33	5.47%	14,220,706.58	5.44%	(43,446.75)	(0.03%)
Corporate	18,781,618.33	7.20%	18,706,657.61	7.16%	(74,960.72)	(0.04%)
Cash	29,687.50	0.01%	74,375.00	0.03%	44,687.50	0.02%
Bank Deposit	9,413,084.17	3.61%	8,808,782.09	3.37%	(604,302.08)	(0.24%)
Pooled Funds	45,065,460.51	17.28%	45,674,912.63	17.48%	609,452.12	0.20%
Total	260,791,857.53	100.00%	261,293,337.21	100.00%	501,479.68	



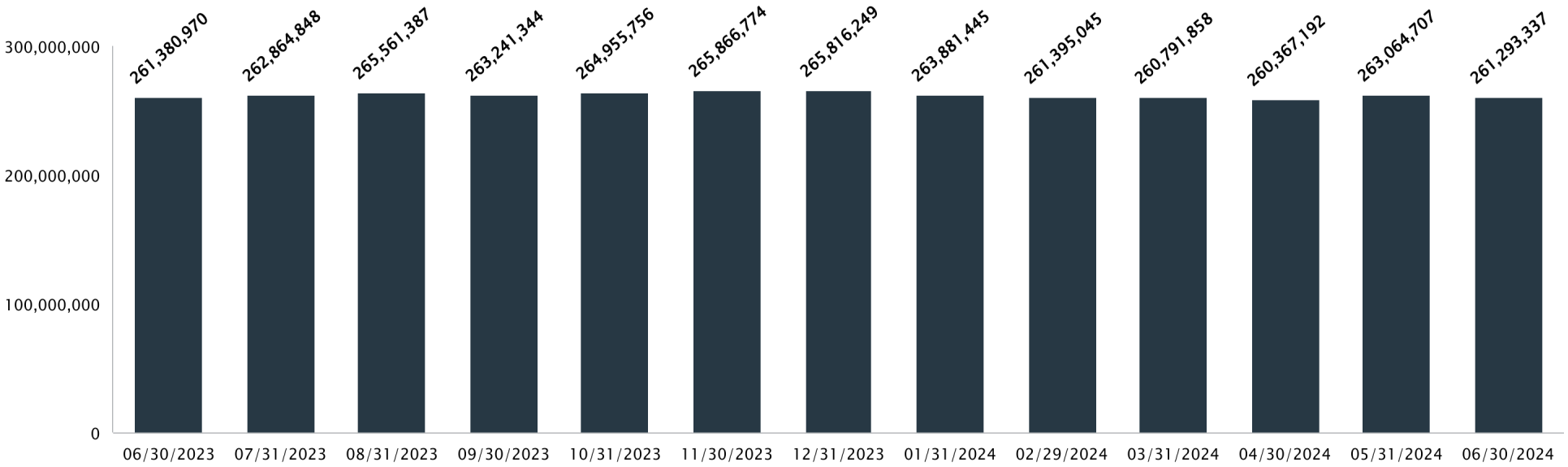
If negative cash balance is showing, it is due to a pending trade payable at the end of period.

Historical Balances

City of Sample | Total Aggregate Portfolio

June 30, 2024

Market Value



Market Value and Return

Period Begin	Period End	Market Value + Accrued	Earned Income	Book Yield	Effective Duration	Maturity in Years
06/01/2023	06/30/2023	261,380,970	588,165	2.79%	1.60	1.70
07/01/2023	07/31/2023	262,864,848	624,165	2.85%	1.61	1.72
08/01/2023	08/31/2023	265,561,387	635,337	2.89%	1.60	1.72
09/01/2023	09/30/2023	263,241,344	651,494	2.99%	1.62	1.73
10/01/2023	10/31/2023	264,955,756	679,250	3.03%	1.55	1.66
11/01/2023	11/30/2023	265,866,774	694,345	3.22%	1.63	1.76
12/01/2023	12/31/2023	265,816,249	722,239	3.24%	1.60	1.71
01/01/2024	01/31/2024	263,881,445	732,165	3.35%	1.63	1.75
02/01/2024	02/29/2024	261,395,045	723,417	3.42%	1.64	1.76
03/01/2024	03/31/2024	260,791,858	760,074	3.50%	1.63	1.75
04/01/2024	04/30/2024	260,367,192	763,656	3.55%	1.61	1.74
05/01/2024	05/31/2024	263,064,707	792,520	3.61%	1.62	1.75
06/01/2024	06/30/2024	261,293,337	791,056	3.67%	1.60	1.73

Summary Overview

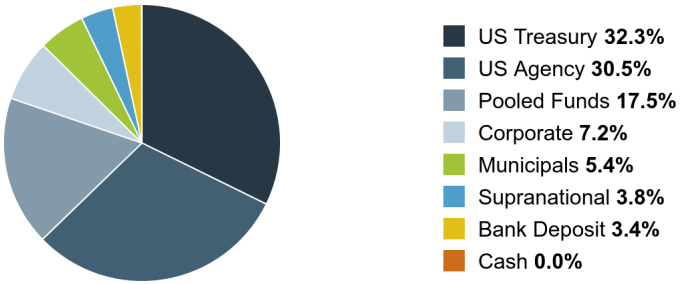
City of Sample | Total Aggregate Portfolio

June 30, 2024

Portfolio Characteristics

Metric	Value
Cash and Cash Equivalents	54,558,069.72
Investments	206,735,267.49
Book Yield	3.67%
Market Yield	4.80%
Effective Duration	1.60
Years to Maturity	1.73
Avg Credit Rating	AAA

Allocation by Asset Class



Strategic Structure

Account	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain (Loss)	Accrued	Yield at Cost	Effective Duration	Benchmark Duration	Benchmark
Sample-Investment Core	211,569,375.00	209,266,774.38	207,469,237.03	205,388,008.00	(3,878,766.38)	1,421,634.49	3.43%	2.02	2.10	ICE BofA 0-5 Year US Treasury Index
Sample-Liquidity	54,483,694.72	54,483,694.72	54,483,694.72	54,483,694.72	0.00	0.00	4.55%	0.01	0.08	ICE BofA US 1-Month Treasury Bill Index
Total	**266,053,069.72**	**263,750,469.10**	**261,952,931.75**	**259,871,702.72**	**(3,878,766.38)**	**1,421,634.49**	**3.67%**	**1.60**	**0.48**	

Portfolio Activity

June 30, 2024

Accrual Activity Summary

	Quarter to Date	Fiscal Year to Date (01/01/2024)
Beginning Book Value	263,428,271.66	267,784,954.04
Maturities/Calls	(10,000,000.00)	(23,000,000.00)
Purchases	10,006,238.51	23,006,965.76
Sales	0.00	0.00
Change in Cash, Payables, Receivables	49,837.54	(4,555,847.74)
Amortization/Accretion	266,121.39	514,397.04
Realized Gain (Loss)	0.00	0.00
Ending Book Value	263,750,469.10	263,750,469.10

Fair Market Activity Summary

	Quarter to Date	Fiscal Year to Date (01/01/2024)
Beginning Market Value	259,420,286.18	264,641,803.96
Maturities/Calls	(10,000,000.00)	(23,000,000.00)
Purchases	10,006,238.51	23,006,965.76
Sales	0.00	0.00
Change in Cash, Payables, Receivables	49,837.54	(4,555,847.74)
Amortization/Accretion	266,121.39	514,397.04
Change in Net Unrealized Gain (Loss)	129,219.10	(735,616.30)
Net Realized Gain (Loss)	0.00	0.00
Ending Market Value	259,871,702.72	259,871,702.72

Maturities/Calls	Market Value
Quarter to Date	(10,000,000.00)
Fiscal Year to Date	(23,000,000.00)

Purchases	Market Value
Quarter to Date	10,006,238.51
Fiscal Year to Date	23,006,965.76

Sales	Market Value
Quarter to Date	0.00
Fiscal Year to Date	0.00

Return Management-Income Detail

City of Sample | Total Aggregate Portfolio

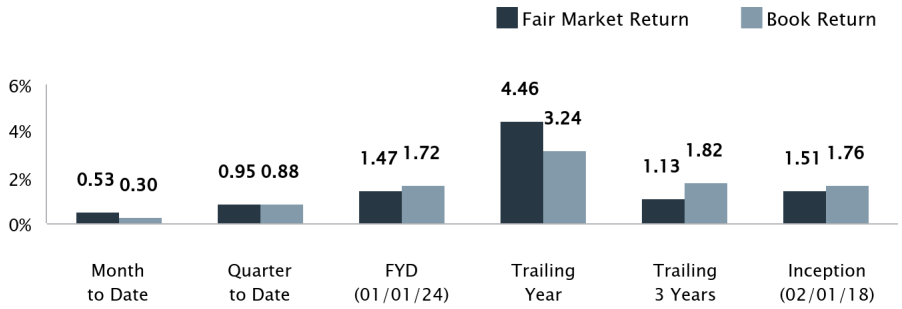
June 30, 2024

Accrued Book Return

	Quarter to Date	Fiscal Year to Date (01/01/2024)
Amortization/Accretion	266,121.39	514,397.04
Interest Earned	2,081,110.39	4,048,489.94
Realized Gain (Loss)	0.00	0.00
Book Income	2,347,231.78	4,562,886.98
Average Portfolio Balance	260,150,594.24	261,074,287.68
Book Return for Period	0.88%	1.72%

Return Comparisons

Periodic for performance less than one year. Annualized for performance greater than one year.



Fair Market Return

	Quarter to Date	Fiscal Year to Date (01/01/2024)
Market Value Change	129,219.10	(735,616.30)
Amortization/Accretion	266,121.39	514,397.04
Interest Earned	2,081,110.39	4,048,489.94
Fair Market Earned Income	2,210,329.49	3,312,873.63
Average Portfolio Balance	260,150,594.24	261,074,287.68
Fair Market Return for Period	0.95%	1.47%

Interest Income

	Quarter to Date	Fiscal Year to Date (01/01/2024)
Beginning Accrued Interest	1,371,571.35	1,174,445.39
Coupons Paid	2,089,299.73	3,953,868.95
Purchased Accrued Interest	28,564.98	81,304.22
Sold Accrued Interest	0.00	0.00
Ending Accrued Interest	1,421,634.49	1,421,634.49
Interest Earned	2,081,110.39	4,048,489.94

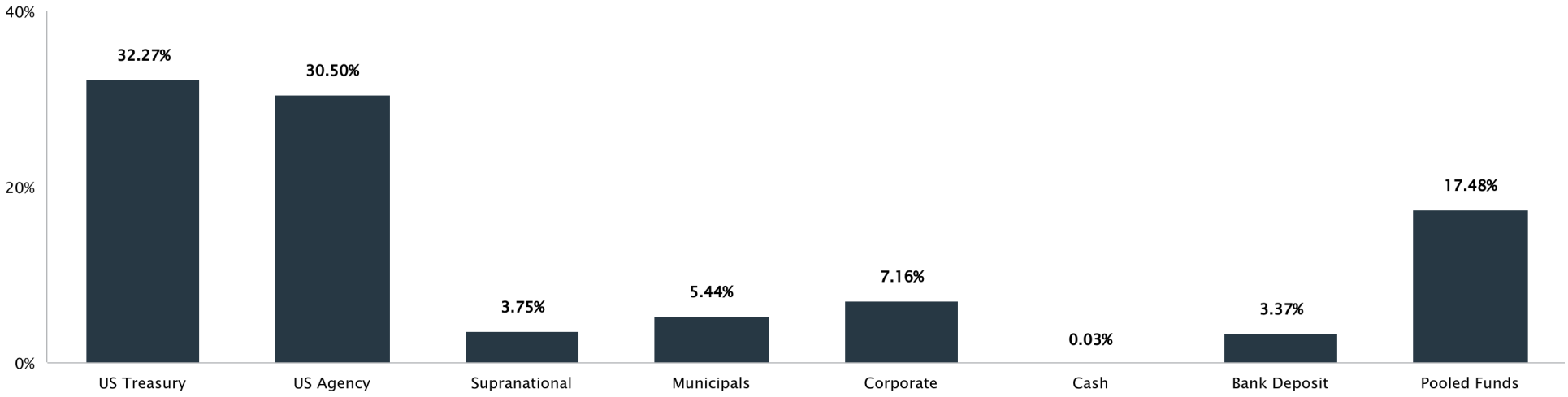
Security Type Distribution

June 30, 2024

Security Type Distribution

Security Type	Par Amount	Book Yield	Market Value + Accrued	% of Market Value + Accrued
US Treasury	87,450,000.00	2.01%	84,309,038.94	32.27%
US Agency	79,995,000.00	4.32%	79,689,632.33	30.50%
Supranational	10,000,000.00	4.44%	9,809,232.01	3.75%
Municipals	15,050,000.00	4.51%	14,220,706.58	5.44%
Corporate	19,000,000.00	4.76%	18,706,657.61	7.16%
Cash	74,375.00	0.00%	74,375.00	0.03%
Bank Deposit	8,808,782.09	0.00%	8,808,782.09	3.37%
Pooled Funds	45,674,912.63	5.43%	45,674,912.63	17.48%
Total	**266,053,069.72**	**3.67%**	**261,293,337.21**	**100.00%**

Security Type Distribution



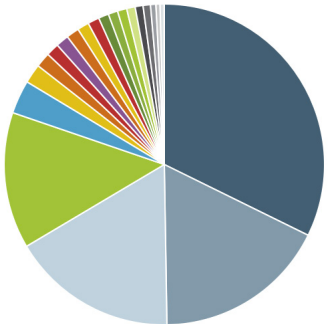
Risk Management-Credit/Issuer

June 30, 2024

Credit Rating S&P/Moody's/Fitch

	Market Value + Accrued	%
S&P		
A	4,442,424.58	1.70
A+	5,345,971.22	2.05
AA	9,150,071.17	3.50
AA+	170,474,274.75	65.24
AA-	7,513,293.75	2.88
AAA	9,883,607.01	3.78
NA	54,483,694.72	20.85
Moody's		
A1	7,823,739.58	2.99
Aa1	1,023,953.61	0.39
Aa2	13,908,389.08	5.32
Aa3	6,757,061.36	2.59
Aaa	177,296,498.85	67.85
NA	54,483,694.72	20.85
Fitch		
A+	1,413,699.58	0.54
AA	14,495,266.86	5.55
AA+	163,998,671.28	62.76
AA-	8,454,653.44	3.24
AAA	3,463,255.35	1.33
NA	69,467,790.69	26.59
Total	**261,293,337.21**	**100.00**

Issuer Concentration



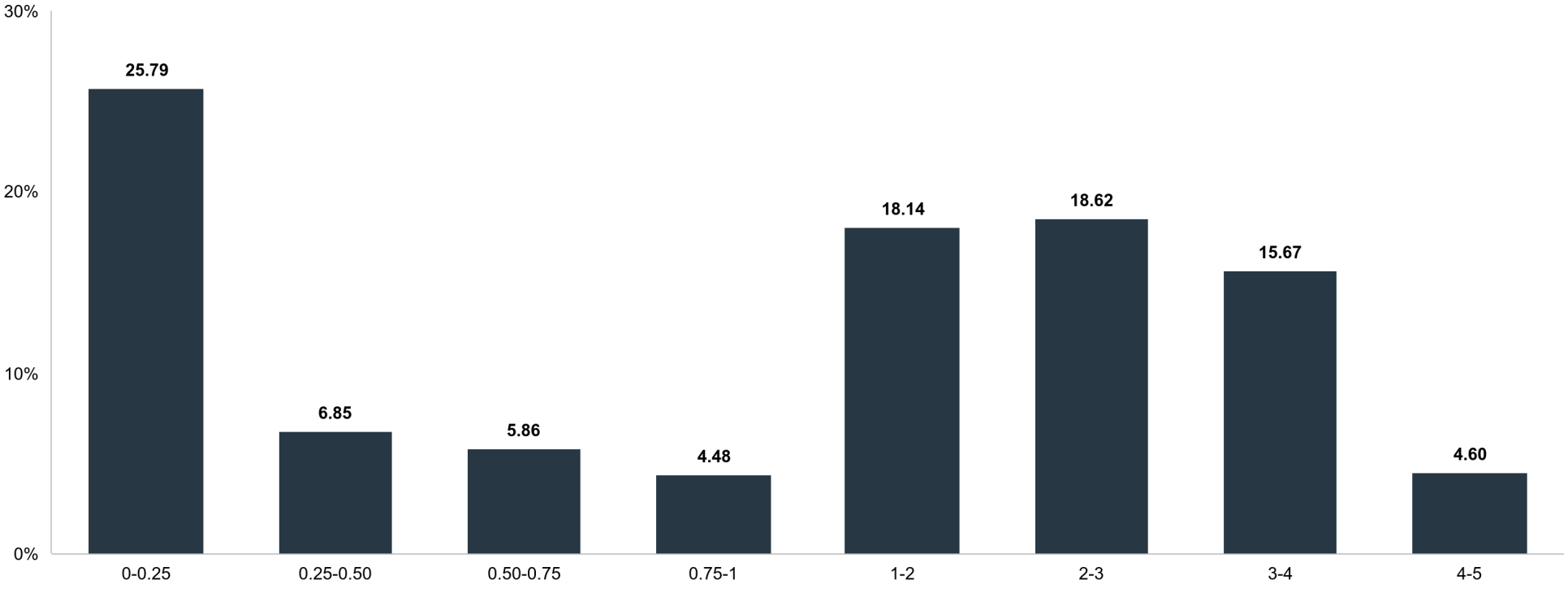
- United States **32.3%**
- WASHINGTON LGIP **17.5%**
- Farm Credit System **16.7%**
- Federal Home Loan Banks **13.8%**
- Umpqua Bank **3.4%**
- State of California **1.9%**
- International Bank for Reconstruction and Development **1.5%**
- Apple Inc. **1.3%**
- Asian Development Bank **1.3%**
- Amazon.com, Inc. **1.3%**
- State of Hawaii **1.2%**
- The Toronto-Dominion Bank **1.2%**
- City of New York, New York **1.0%**
- Inter-American Development Bank **1.0%**
- Visa Inc. **0.9%**
- Commonwealth of Pennsylvania **0.9%**
- Morgan Stanley **0.8%**
- Walmart Inc. **0.8%**
- Deere & Company **0.5%**
- Other **0.4%**
- State Of Rhode Island **0.4%**

Risk Management-Maturity/Duration

June 30, 2024

1.60 Yrs	Effective Duration	1.73 Yrs	Years to Maturity	631	Days to Maturity

Distribution by Effective Duration



Holdings by Maturity & Ratings

June 30, 2024

Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
CCYUSD	74,375.00	Receivable	0.000%	06/30/2024		74,375.00	0.00	74,375.00	0.00%	0.00%	0.03	0.00	0.00	AAA Aaa AAA
LACEY_UMP_DEP	664.73	UMPQUA BANK DEPOSIT	0.140%	06/30/2024		664.73	0.00	664.73	0.14%	0.14%	0.00	0.01	0.01	NA NA NA
LACEY_UMP_CHK	8,808,117.36	UMPQUA BANK DEPOSIT	0.000%	06/30/2024		8,808,117.36	0.00	8,808,117.36	0.00%	0.00%	3.37	0.01	0.01	NA NA NA
WA_LGIP	45,674,912.63	WASHINGTON LGIP	5.430%	06/30/2024		45,674,912.63	0.00	45,674,912.63	5.43%	5.43%	17.48	0.01	0.01	NA NA NA
91282CCL3	4,500,000.00	UNITED STATES TREASURY	0.375%	07/15/2024		4,491,360.00	7,788.46	4,499,148.46	0.39%	4.49%	1.72	0.04	0.05	AA+ Aaa AA+
3133ENL40	5,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	3.500%	09/13/2024		4,978,400.00	52,500.00	5,030,900.00	4.87%	5.54%	1.93	0.21	0.21	AA+ Aaa AA+
89115A2J0	3,000,000.00	TORONTO-DOMINION BANK	4.285%	09/13/2024		2,990,160.00	38,565.00	3,028,725.00	5.98%	5.81%	1.16	0.21	0.21	A A1 AA-
91282CDB4	2,500,000.00	UNITED STATES TREASURY	0.625%	10/15/2024		2,465,825.00	3,287.23	2,469,112.23	0.71%	5.28%	0.94	0.29	0.29	AA+ Aaa AA+
91282CDH1	4,000,000.00	UNITED STATES TREASURY	0.750%	11/15/2024		3,932,280.00	3,831.52	3,936,111.52	2.21%	5.28%	1.51	0.38	0.37	AA+ Aaa AA+
3133ENZ94	3,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.500%	11/18/2024		2,987,640.00	16,125.00	3,003,765.00	4.66%	5.55%	1.15	0.39	0.38	AA+ Aaa AA+
3133EN3M0	5,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.625%	12/05/2024		4,979,950.00	16,701.39	4,996,651.39	4.44%	5.55%	1.91	0.43	0.43	AA+ Aaa AA+
912828YY0	3,500,000.00	UNITED STATES TREASURY	1.750%	12/31/2024		3,438,470.00	166.44	3,438,636.44	0.80%	5.32%	1.32	0.50	0.49	AA+ Aaa AA+
912828Z52	2,500,000.00	UNITED STATES TREASURY	1.375%	01/31/2025		2,444,000.00	14,354.40	2,458,354.40	0.77%	5.27%	0.94	0.59	0.57	AA+ Aaa AA+
3133EPBH7	4,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.750%	02/21/2025		4,483,035.00	77,187.50	4,560,222.50	4.86%	5.34%	1.75	0.65	0.62	AA+ Aaa AA+

Holdings by Maturity & Ratings

June 30, 2024

Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
9128283Z1	5,000,000.00	UNITED STATES TREASURY	2.750%	02/28/2025		4,918,800.00	45,957.88	4,964,757.88	4.17%	5.23%	1.90	0.67	0.65	AA+ Aaa AA+
912828ZF0	3,500,000.00	UNITED STATES TREASURY	0.500%	03/31/2025		3,379,985.00	4,398.91	3,384,383.91	0.88%	5.18%	1.30	0.75	0.74	AA+ Aaa AA+
912828ZL7	2,500,000.00	UNITED STATES TREASURY	0.375%	04/30/2025		2,402,950.00	1,579.48	2,404,529.48	0.85%	5.16%	0.92	0.83	0.82	AA+ Aaa AA+
037833BG4	2,500,000.00	APPLE INC	3.200%	05/13/2025		2,457,200.00	10,666.67	2,467,866.67	4.47%	5.22%	0.94	0.87	0.84	AA+ Aaa NA
91282CEQ0	4,000,000.00	UNITED STATES TREASURY	2.750%	05/15/2025		3,917,280.00	14,048.91	3,931,328.91	2.91%	5.18%	1.50	0.87	0.85	AA+ Aaa AA+
912828ZW3	3,000,000.00	UNITED STATES TREASURY	0.250%	06/30/2025		2,859,300.00	20.38	2,859,320.38	0.94%	5.09%	1.09	1.00	0.98	AA+ Aaa AA+
91282CAB7	2,500,000.00	UNITED STATES TREASURY	0.250%	07/31/2025		2,374,125.00	2,609.89	2,376,734.89	0.91%	5.05%	0.91	1.08	1.06	AA+ Aaa AA+
06428CAC8	1,000,000.00	BANK OF AMERICA NA	5.650%	08/18/2025	07/18/2025	1,003,080.00	20,873.61	1,023,953.61	5.83%	5.34%	0.39	1.13	1.01	A+ Aa1 AA
91282CAJ0	3,000,000.00	UNITED STATES TREASURY	0.250%	08/31/2025		2,838,390.00	2,506.79	2,840,896.79	1.34%	5.03%	1.09	1.17	1.14	AA+ Aaa AA+
9128284Z0	3,000,000.00	UNITED STATES TREASURY	2.750%	08/31/2025		2,922,300.00	27,574.73	2,949,874.73	2.94%	5.05%	1.13	1.17	1.12	AA+ Aaa AA+
91282CAM3	2,750,000.00	UNITED STATES TREASURY	0.250%	09/30/2025		2,592,947.50	1,728.14	2,594,675.64	0.99%	4.99%	0.99	1.25	1.22	AA+ Aaa AA+
13063D2T4	5,000,000.00	CALIFORNIA STATE	5.500%	10/01/2025		5,009,500.00	68,750.00	5,078,250.00	4.24%	5.33%	1.94	1.25	1.19	AA- Aa2 AA
91282CAT8	2,500,000.00	UNITED STATES TREASURY	0.250%	10/31/2025		2,349,525.00	1,052.99	2,350,577.99	0.98%	4.95%	0.90	1.34	1.31	AA+ Aaa AA+
3130ATUC9	2,500,000.00	FEDERAL HOME LOAN BANKS	4.500%	12/12/2025		2,485,500.00	5,937.50	2,491,437.50	3.86%	4.92%	0.95	1.45	1.39	AA+ Aaa AA+

Holdings by Maturity & Ratings

June 30, 2024

Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
92826CAD4	2,500,000.00	VISA INC	3.150%	12/14/2025	09/14/2025	2,431,325.00	3,718.75	2,435,043.75	4.30%	5.12%	0.93	1.46	1.40	AA- Aa3 NA
3133EN6A3	5,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.000%	01/13/2026		4,928,900.00	93,333.33	5,022,233.33	4.04%	4.97%	1.92	1.54	1.45	AA+ Aaa AA+
91282CBH3	2,500,000.00	UNITED STATES TREASURY	0.375%	01/31/2026		2,329,975.00	3,914.84	2,333,889.84	1.04%	4.87%	0.89	1.59	1.55	AA+ Aaa AA+
91282CBQ3	2,500,000.00	UNITED STATES TREASURY	0.500%	02/28/2026		2,327,925.00	4,177.99	2,332,102.99	1.10%	4.83%	0.89	1.67	1.63	AA+ Aaa AA+
3130AUU36	3,000,000.00	FEDERAL HOME LOAN BANKS	4.125%	03/13/2026		2,964,930.00	37,125.00	3,002,055.00	4.80%	4.84%	1.15	1.70	1.61	AA+ Aaa AA+
3133EPHH1	3,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.000%	04/28/2026		2,956,290.00	21,000.00	2,977,290.00	3.96%	4.84%	1.14	1.83	1.73	AA+ Aaa AA+
91282CBW0	2,500,000.00	UNITED STATES TREASURY	0.750%	04/30/2026		2,325,200.00	3,158.97	2,328,358.97	1.09%	4.76%	0.89	1.83	1.79	AA+ Aaa AA+
91282CCF6	2,500,000.00	UNITED STATES TREASURY	0.750%	05/31/2026		2,318,450.00	1,588.11	2,320,038.11	1.15%	4.74%	0.89	1.92	1.87	AA+ Aaa AA+
3133EPNG6	3,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.375%	06/23/2026		2,978,820.00	2,916.67	2,981,736.67	4.39%	4.75%	1.14	1.98	1.88	AA+ Aaa AA+
91282CCP4	2,500,000.00	UNITED STATES TREASURY	0.625%	07/31/2026		2,299,800.00	6,524.73	2,306,324.73	1.13%	4.69%	0.88	2.08	2.03	AA+ Aaa AA+
91282CCW9	2,500,000.00	UNITED STATES TREASURY	0.750%	08/31/2026		2,299,225.00	6,266.98	2,305,491.98	1.18%	4.68%	0.88	2.17	2.10	AA+ Aaa AA+
037833DN7	1,000,000.00	APPLE INC	2.050%	09/11/2026	07/11/2026	940,090.00	6,263.89	946,353.89	3.33%	4.95%	0.36	2.20	2.09	AA+ Aaa NA
91282CCZ2	4,000,000.00	UNITED STATES TREASURY	0.875%	09/30/2026		3,681,400.00	8,797.81	3,690,197.81	2.20%	4.63%	1.41	2.25	2.18	AA+ Aaa AA+
61690U7W4	2,000,000.00	MORGAN STANLEY BANK NA	5.882%	10/30/2026	09/30/2026	2,024,680.00	19,933.44	2,044,613.44	5.73%	5.29%	0.78	2.33	2.07	A+ Aa3 AA-

Holdings by Maturity & Ratings

June 30, 2024

Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
912828YQ7	1,500,000.00	UNITED STATES TREASURY	1.625%	10/31/2026		1,400,805.00	4,106.66	1,404,911.66	2.58%	4.64%	0.54	2.34	2.25	AA+ Aaa AA+
91282CDK4	2,000,000.00	UNITED STATES TREASURY	1.250%	11/30/2026		1,847,120.00	2,117.49	1,849,237.49	1.23%	4.62%	0.71	2.42	2.34	AA+ Aaa AA+
3130AQF65	5,000,000.00	FEDERAL HOME LOAN BANKS	1.250%	12/21/2026		4,603,900.00	1,736.11	4,605,636.11	4.52%	4.67%	1.76	2.48	2.39	AA+ Aaa AA+
912828Z78	2,000,000.00	UNITED STATES TREASURY	1.500%	01/31/2027		1,850,940.00	12,527.47	1,863,467.47	2.57%	4.58%	0.71	2.59	2.48	AA+ Aaa AA+
3133EP4U6	4,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.375%	03/08/2027		3,978,640.00	54,930.56	4,033,570.56	4.51%	4.59%	1.54	2.69	2.48	AA+ Aaa AA+
24422EWD7	1,500,000.00	JOHN DEERE CAPITAL CORP	2.350%	03/08/2027		1,402,635.00	11,064.58	1,413,699.58	3.02%	4.95%	0.54	2.69	2.54	A A1 A+
023135CF1	3,500,000.00	AMAZON.COM INC	3.300%	04/13/2027	03/13/2027	3,356,290.00	25,025.00	3,381,315.00	4.89%	4.89%	1.29	2.79	2.59	AA A1 AA-
91282CET4	2,700,000.00	UNITED STATES TREASURY	2.625%	05/31/2027		2,560,572.00	6,003.07	2,566,575.07	3.34%	4.53%	0.98	2.92	2.76	AA+ Aaa AA+
3130ASGU7	2,000,000.00	FEDERAL HOME LOAN BANKS	3.500%	06/11/2027		1,938,120.00	3,888.89	1,942,008.89	3.15%	4.63%	0.74	2.95	2.76	AA+ Aaa AA+
64966QZY9	3,000,000.00	NEW YORK CITY	1.396%	08/01/2027		2,697,030.00	17,450.00	2,714,480.00	5.30%	4.96%	1.04	3.09	2.94	AA Aa2 NA
70914PW65	2,500,000.00	PENNSYLVANIA (COMMONWEALTH OF)	1.450%	08/01/2027		2,262,300.00	15,104.17	2,277,404.17	4.32%	4.80%	0.87	3.09	2.94	A+ Aa3 AA
045167FP3	3,500,000.00	ASIAN DEVELOPMENT BANK	3.125%	08/20/2027		3,349,080.00	39,800.35	3,388,880.35	4.52%	4.61%	1.30	3.14	2.92	AAA Aaa AAA
3130AT7E1	3,000,000.00	FEDERAL HOME LOAN BANKS	3.250%	09/10/2027		2,877,600.00	30,062.50	2,907,662.50	3.35%	4.64%	1.11	3.20	2.96	AA+ Aaa AA+
3133EPYM1	3,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.750%	10/13/2027		3,015,180.00	30,875.00	3,046,055.00	4.81%	4.58%	1.17	3.29	2.99	AA+ Aaa AA+

Holdings by Maturity & Ratings

June 30, 2024

Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
3130ATUS4	5,000,000.00	FEDERAL HOME LOAN BANKS	4.250%	12/10/2027		4,955,600.00	12,395.83	4,967,995.83	3.75%	4.53%	1.90	3.45	3.17	AA+ Aaa AA+
4581X0EH7	2,500,000.00	INTER-AMERICAN DEVELOPMENT BANK	4.000%	01/12/2028		2,453,525.00	46,944.44	2,500,469.44	4.14%	4.57%	0.96	3.54	3.20	AAA Aaa NA
3130ATS57	3,000,000.00	FEDERAL HOME LOAN BANKS	4.500%	03/10/2028		2,996,310.00	41,625.00	3,037,935.00	4.42%	4.53%	1.16	3.70	3.33	AA+ Aaa AA+
931142FB4	2,000,000.00	WALMART INC	3.900%	04/15/2028	03/15/2028	1,948,620.00	16,466.67	1,965,086.67	3.97%	4.64%	0.75	3.79	3.42	AA Aa2 AA
91282CHE4	3,000,000.00	UNITED STATES TREASURY	3.625%	05/31/2028		2,914,560.00	9,211.07	2,923,771.07	4.24%	4.42%	1.12	3.92	3.60	AA+ Aaa AA+
3130AVVX7	4,000,000.00	FEDERAL HOME LOAN BANKS	3.750%	06/09/2028		3,910,920.00	9,166.67	3,920,086.67	3.91%	4.37%	1.50	3.94	3.62	AA+ Aaa AA+
3130AWN63	2,000,000.00	FEDERAL HOME LOAN BANKS	4.000%	06/30/2028		1,944,120.00	222.22	1,944,342.22	4.10%	4.77%	0.74	4.00	3.58	AA+ Aaa AA+
459058KT9	4,000,000.00	INTERNATIONAL BANK FOR	3.500%	07/12/2028		3,854,160.00	65,722.22	3,919,882.22	4.56%	4.50%	1.50	4.03	3.65	AAA Aaa NA
419792YT7	3,500,000.00	HAWAII ST	1.145%	08/01/2028		3,044,685.00	16,697.92	3,061,382.92	4.41%	4.68%	1.17	4.09	3.89	AA+ Aa2 AA
762223PB5	1,050,000.00	RHODE ISLAND ST	5.000%	08/01/2028		1,067,314.50	21,875.00	1,089,189.50	4.46%	4.55%	0.42	4.09	3.60	AA Aa2 AA
3133EPUN3	4,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.500%	08/28/2028		4,001,920.00	61,500.00	4,063,420.00	4.46%	4.49%	1.56	4.16	3.71	AA+ Aaa AA+
91282CJF9	4,500,000.00	UNITED STATES TREASURY	4.875%	10/31/2028		4,584,015.00	36,959.92	4,620,974.92	4.55%	4.40%	1.77	4.34	3.85	AA+ Aaa AA+
3130AXQK7	3,000,000.00	FEDERAL HOME LOAN BANKS	4.750%	12/08/2028		3,041,520.00	9,104.17	3,050,624.17	4.40%	4.40%	1.17	4.44	3.96	AA+ Aaa AA+
91282CJW2	4,000,000.00	UNITED STATES TREASURY	4.000%	01/31/2029		3,938,440.00	66,813.19	4,005,253.19	4.13%	4.37%	1.53	4.59	4.08	AA+ Aaa AA+

Holdings by Maturity & Ratings

June 30, 2024

Cusip	Par Amount	Security	Coupon Rate	Maturity Date	Call Date	Market Value	Accrued	Market Value + Accrued	Book Yield	Market Yield	% of Portfolio	Years to Maturity	Eff Duration	S&P, Moody, Fitch
3130AVBD3	3,995,000.00	FEDERAL HOME LOAN BANKS	4.500%	03/09/2029		4,011,779.00	55,930.00	4,067,709.00	4.23%	4.40%	1.56	4.69	4.14	AA+ Aaa AA+
3133ERAK7	4,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	4.375%	04/10/2029		3,996,920.00	39,375.00	4,036,295.00	4.63%	4.39%	1.54	4.78	4.23	AA+ Aaa AA+
Total	**266,053,069.72**		**3.255%**			**259,871,702.72**	**1,421,634.49**	**261,293,337.21**	**3.67%**	**4.80%**	**100.00**	**1.73**	**1.60**	

Transactions

June 30, 2024

Cusip	Security	Trade Date	Settlement Date	Coupon Payment	Price	Par Amount	Principal Amount	Accrued Amount	Total Amount	Broker
Buy										
3133ERAK7	FEDERAL FARM 4.375 04/10/29	04/10/2024	04/15/2024	0.00	98.88	4,000,000.00	3,955,200.00	2,430.56	3,957,630.56	RBC CAPITAL MARKETS
91282CJF9	US TREASURY 4.875 10/31/28	05/10/2024	05/15/2024	0.00	101.30	4,500,000.00	4,558,535.16	8,941.92	4,567,477.08	CITIGROUP
3130AVBD3	FHLBANKS 4.500 03/09/29	06/10/2024	06/11/2024	0.00	99.83	1,495,000.00	1,492,503.35	17,192.50	1,509,695.85	KEYBANC
LACEY_UMP_CHK	UMPQUA BANK DEPOSIT	05/18/2024	05/18/2024	0.00	1.00	1,943,631.98	1,943,631.98	0.00	1,943,631.98	Direct
WA_LGIP	WASHINGTON LGIP	05/31/2024	05/31/2024	0.00	1.00	609,452.12	609,452.12	0.00	609,452.12	Direct
Total				**0.00**		**12,548,084.10**	**12,559,322.61**	**28,564.98**	**12,587,887.59**	
Sell										
LACEY_UMP_CHK	UMPQUA BANK DEPOSIT	06/30/2024	06/30/2024	0.00	1.00	2,547,934.28	2,547,934.28	0.00	2,547,934.28	Direct
Total				**0.00**		**2,547,934.28**	**2,547,934.28**	**0.00**	**2,547,934.28**	
Maturity										
91282CBV2	US TREASURY 0.375 04/15/24 MATD	04/15/2024	04/15/2024	0.00	100.00	4,000,000.00	4,000,000.00	0.00	4,000,000.00	
91282CCC3	US TREASURY 0.250 05/15/24 MATD	05/15/2024	05/15/2024	0.00	100.00	4,500,000.00	4,500,000.00	0.00	4,500,000.00	
045167FE8	ADB 0.375 06/11/24 MTN MAT	06/11/2024	06/11/2024	0.00	100.00	1,500,000.00	1,500,000.00	0.00	1,500,000.00	
Total				**0.00**		**10,000,000.00**	**10,000,000.00**	**0.00**	**10,000,000.00**	
Coupon										
13063D2T4	CALIFORNIA STATE 5.500 10/01/25	04/01/2024	04/01/2024	137,500.00		0.00	0.00	0.00	137,500.00	
023135CF1	AMAZON.COM 3.300 04/13/27 '27	04/13/2024	04/13/2024	57,750.00		0.00	0.00	0.00	57,750.00	
3133EPYM1	FEDERAL FARM 4.750 10/13/27	04/13/2024	04/13/2024	71,250.00		0.00	0.00	0.00	71,250.00	
91282CBV2	US TREASURY 0.375 04/15/24 MATD	04/15/2024	04/15/2024	7,500.00		0.00	0.00	0.00	7,500.00	
91282CDB4	US TREASURY 0.625 10/15/24	04/15/2024	04/15/2024	7,812.50		0.00	0.00	0.00	7,812.50	
931142FB4	WALMART 3.900 04/15/28 '28	04/15/2024	04/15/2024	39,000.00		0.00	0.00	0.00	39,000.00	
3133EPHH1	FEDERAL FARM 4.000 04/28/26	04/28/2024	04/28/2024	60,000.00		0.00	0.00	0.00	60,000.00	
912828YQ7	US TREASURY 1.625 10/31/26	04/30/2024	04/30/2024	12,187.50		0.00	0.00	0.00	12,187.50	
912828ZL7	US TREASURY 0.375 04/30/25	04/30/2024	04/30/2024	4,687.50		0.00	0.00	0.00	4,687.50	
91282CAT8	US TREASURY 0.250 10/31/25	04/30/2024	04/30/2024	3,125.00		0.00	0.00	0.00	3,125.00	
91282CBW0	US TREASURY 0.750 04/30/26	04/30/2024	04/30/2024	9,375.00		0.00	0.00	0.00	9,375.00	
61690U7W4	MSBNA 5.882 10/30/26 '26	04/30/2024	04/30/2024	58,493.22		0.00	(0.00)	0.00	58,493.22	
037833BG4	APPLE 3.200 05/13/25	05/13/2024	05/13/2024	40,000.00		0.00	0.00	0.00	40,000.00	

Transactions

June 30, 2024

Cusip	Security	Trade Date	Settlement Date	Coupon Payment	Price	Par Amount	Principal Amount	Accrued Amount	Total Amount	Broker
91282CDH1	US TREASURY 0.750 11/15/24	05/15/2024	05/15/2024	15,000.00		0.00	0.00	0.00	15,000.00	
91282CEQ0	US TREASURY 2.750 05/15/25	05/15/2024	05/15/2024	55,000.00		0.00	0.00	0.00	55,000.00	
91282CCC3	US TREASURY 0.250 05/15/24 MATD	05/15/2024	05/15/2024	5,625.00		0.00	0.00	0.00	5,625.00	
3133ENZ94	FEDERAL FARM 4.500 11/18/24	05/18/2024	05/18/2024	67,500.00		0.00	0.00	0.00	67,500.00	
91282CCF6	US TREASURY 0.750 05/31/26	05/31/2024	05/31/2024	9,375.00		0.00	0.00	0.00	9,375.00	
91282CDK4	US TREASURY 1.250 11/30/26	05/31/2024	05/31/2024	12,500.00		0.00	0.00	0.00	12,500.00	
91282CET4	US TREASURY 2.625 05/31/27	05/31/2024	05/31/2024	35,437.50		0.00	0.00	0.00	35,437.50	
91282CHE4	US TREASURY 3.625 05/31/28	05/31/2024	05/31/2024	54,375.00		0.00	0.00	0.00	54,375.00	
3133EN3M0	FED FARM CR BNKS 4.625 12/05/24	06/05/2024	06/05/2024	115,625.00		0.00	0.00	0.00	115,625.00	
3130AXQK7	FHLBANKS 4.750 12/08/28	06/08/2024	06/08/2024	85,104.17		0.00	0.00	0.00	85,104.17	
3130AVVX7	FHLBANKS 3.750 06/09/28	06/09/2024	06/09/2024	75,000.00		0.00	0.00	0.00	75,000.00	
3130ATUS4	FHLBANKS 4.250 12/10/27	06/10/2024	06/10/2024	106,250.00		0.00	0.00	0.00	106,250.00	
3130ASGU7	FHLBANKS 3.500 06/11/27	06/11/2024	06/11/2024	35,000.00		0.00	0.00	0.00	35,000.00	
045167FE8	ADB 0.375 06/11/24 MTN MAT	06/11/2024	06/11/2024	2,812.50		0.00	0.00	0.00	2,812.50	
3130ATUC9	FHLBANKS 4.500 12/12/25	06/12/2024	06/12/2024	56,250.00		0.00	0.00	0.00	56,250.00	
92826CAD4	VISA 3.150 12/14/25 '25	06/14/2024	06/14/2024	39,375.00		0.00	0.00	0.00	39,375.00	
3130AQF65	FHLBANKS 1.250 12/21/26	06/21/2024	06/21/2024	31,250.00		0.00	0.00	0.00	31,250.00	
3133EPNG6	FED FARM CR BNKS 4.375 06/23/26	06/23/2024	06/23/2024	65,625.00		0.00	0.00	0.00	65,625.00	
912828YY0	US TREASURY 1.750 12/31/24	06/30/2024	06/30/2024	30,625.00		0.00	0.00	0.00	30,625.00	
912828ZW3	US TREASURY 0.250 06/30/25	06/30/2024	06/30/2024	3,750.00		0.00	0.00	0.00	3,750.00	
3130AWN63	FHLBANKS 4.000 06/30/28	06/30/2024	06/30/2024	40,000.00		0.00	0.00	0.00	40,000.00	
Total				**1,450,159.89**		**0.00**	**0.00**	**0.00**	**1,450,159.89**	
Cash Transfer										
CCYUSD	US DOLLAR	04/01/2024	04/01/2024	0.00		167,187.50	(167,187.50)	0.00	(167,187.50)	
CCYUSD	US DOLLAR	04/15/2024	04/15/2024	0.00		225,681.94	(225,681.94)	0.00	(225,681.94)	
CCYUSD	US DOLLAR	04/29/2024	04/29/2024	0.00		60,000.00	(60,000.00)	0.00	(60,000.00)	
CCYUSD	US DOLLAR	04/30/2024	04/30/2024	0.00		87,868.22	(87,868.22)	0.00	(87,868.22)	
CCYUSD	US DOLLAR	05/13/2024	05/13/2024	0.00		40,000.00	(40,000.00)	0.00	(40,000.00)	
CCYUSD	US DOLLAR	05/15/2024	05/15/2024	0.00		8,147.92	(8,147.92)	0.00	(8,147.92)	
CCYUSD	US DOLLAR	05/20/2024	05/20/2024	0.00		67,500.00	(67,500.00)	0.00	(67,500.00)	
CCYUSD	US DOLLAR	05/31/2024	05/31/2024	0.00		111,687.50	(111,687.50)	0.00	(111,687.50)	

Transactions

June 30, 2024

Cusip	Security	Trade Date	Settlement Date	Coupon Payment	Price	Par Amount	Principal Amount	Accrued Amount	Total Amount	Broker
CCYUSD	US DOLLAR	06/05/2024	06/05/2024	0.00		115,625.00	(115,625.00)	0.00	(115,625.00)	
CCYUSD	US DOLLAR	06/10/2024	06/10/2024	0.00		266,354.17	(266,354.17)	0.00	(266,354.17)	
CCYUSD	US DOLLAR	06/11/2024	06/11/2024	0.00		28,116.65	(28,116.65)	0.00	(28,116.65)	
CCYUSD	US DOLLAR	06/12/2024	06/12/2024	0.00		56,250.00	(56,250.00)	0.00	(56,250.00)	
CCYUSD	US DOLLAR	06/14/2024	06/14/2024	0.00		39,375.00	(39,375.00)	0.00	(39,375.00)	
CCYUSD	US DOLLAR	06/21/2024	06/21/2024	0.00		31,250.00	(31,250.00)	0.00	(31,250.00)	
CCYUSD	US DOLLAR	06/24/2024	06/24/2024	0.00		65,625.00	(65,625.00)	0.00	(65,625.00)	
Total				**0.00**		**1,370,668.90**	**(1,370,668.90)**	**0.00**	**(1,370,668.90)**	
Interest Income										
WA_LGIP	WASHINGTON LGIP	04/30/2024	04/30/2024	199,923.38		0.00	199,923.38	0.00	199,923.38	
WA_LGIP	WASHINGTON LGIP	05/31/2024	05/31/2024	207,546.92		0.00	207,546.92	0.00	207,546.92	
WA_LGIP	WASHINGTON LGIP	06/30/2024	06/30/2024	201,981.82		0.00	201,981.82	0.00	201,981.82	
Total				**609,452.12**		**0.00**	**609,452.12**	**0.00**	**609,452.12**	

This report is for general informational purposes only and is not intended to provide specific advice or recommendations. Government Portfolio Advisors (GPA) is an investment advisor registered with the Securities and Exchange Commission and is required to maintain a written disclosure statement of our background and business experience.

Questions About an Account: GPA's monthly & quarterly reports are intended to detail the investment advisory activity managed by GPA. The custodial bank maintains the control of assets and settles all investment transactions. The custodial statement is the official record of security and cash holdings and transactions. GPA recognizes that clients may use these reports to facilitate record keeping and that the custodial bank statement and the GPA report should be reconciled, and differences documented.

Trade Date versus Settlement Date: Many custodial banks use settlement date basis and post coupons or maturities on the following business days when they occur on weekend. These items may result in the need to reconcile due to a timing difference. GPA reports are on a trade date basis in accordance with GIPS performance standards. GPA can provide all account settings to support the reason for any variance.

Bank Deposits and Pooled Investment Funds Held in Liquidity Accounts Away from the Custodial Bank are Referred to as Line Item Securities: GPA relies on the information provided by clients when reporting pool balances, bank balances and other assets that are not held at the client's custodial bank. GPA does not guarantee the accuracy of information received from third parties. Balances cannot be adjusted once submitted however corrective transactions can be entered as adjustments in the following months activity. Assets held outside the custodial bank that are reported to GPA are included in GPA's oversight compliance reporting and strategic plan.

Account Control: GPA does not have the authority to withdraw or deposit funds from or to any client's custodial account. Clients retain responsibility for the deposit and withdrawal of funds to the custodial account. Our clients retain responsibility for their internal accounting policies, implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Custodial Bank Interface: Our contract provides for the ability for GPA to interface into our client's custodial bank to reconcile transactions, maturities and coupon payments. The GPA client portal will be available to all clients to access this information directly at any time.

Market Price: Generally, GPA has set all securities market pricing to match custodial bank pricing. There may be certain securities that will require pricing override due to inaccurate custodial bank pricing that will otherwise distort portfolio performance returns. GPA may utilize Refinitiv pricing source for commercial paper, discount notes and supranational bonds when custodial bank pricing does not reflect current market levels. The pricing variances are obvious when market yields are distorted from the current market levels.

Performance Calculation: Historical returns are presented as time-weighted total return values and are presented gross and net of fees.

Amortized Cost: The original cost on the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discounts or premiums are amortized on a straight-line basis on all securities. This can be changed at the client's request.

Callable Securities: Securities subject to redemption in whole or in part prior to the stated final maturity at the discretion of the security's issuer are referred to as "callable". Certain call dates may not show up on the report if the call date has passed or if the security is continuously callable until maturity date. Bonds purchased at a premium will be amortized to the next call date while all other callable securities will be amortized to maturity. If the bond is amortized to the call date, amortization will be reflected to that date and once the call date passes, the bond will be fully amortized.

Duration: The duration is the effective duration. Duration on callable securities is based on the probability of the security being called given market rates and security characteristics.

Benchmark Duration: The benchmark duration is based on the duration of the stated benchmark that is assigned to each account.

Rating: Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Coupon Payments and Maturities on Weekends: On occasion, coupon payments and maturities occur on a weekend or holiday. GPA's report settings are on the accrual basis so the coupon postings and maturities will be accounted for in the period earned. The bank may be set at a cash basis, which may result in a reconciliation variance.

Cash and Cash Equivalents: GPA has defined cash and cash equivalents to be cash, bank deposits, LGIP pools and repurchase agreements. This may vary from your custodial bank which typically defines cash and equivalents as all securities that mature under 90 days. Check with your custodial bank to understand their methodology.

Account Settings: GPA has the portfolio settings at the lot level, if a security is sold our setting will remove the lowest cost security first. First-in-first-out (FIFO) settings are available at the client's request.

Historical Numbers: Data was transferred from GPA's legacy system, however, variances may exist from the data received due to a change of settings on Clearwater. GPA is utilizing this information for historical return data with the understanding the accrual settings and pricing sources may differ slightly.

Financial Situation: In order to better serve you, GPA should be promptly notified of any material change in your investment objective or financial situation.

No Guarantee: The securities in the portfolio are not guaranteed or otherwise protected by GPA, the FDIC (except for non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested.



TAXATION & REVENUE NEW MEXICO

Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

GOVERNMENT PORTFOLIO ADVISORS
6650 SW REDWOOD LN STE 365
PORTLAND, OR 97224-7254

August 9, 2024
FEIN: **-***8179

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

GOVERNMENT PORTFOLIO ADVISORS
6650 SW REDWOOD LN STE 365
PORTLAND, OR 97224-7254

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes.

Cabinet Secretary

By _____

Entity Type: Ltd. Liability Company
Commence Date: 03-Feb-2014

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

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

THE ABOVE REFERENCED TAXPAYER IS REGISTERED FOR THE FOLLOWING TAX ACCOUNTS:

- Gross Receipts

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TAXATION & REVENUE NEW MEXICO

Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

GOVERNMENT PORTFOLIO ADVISORS
6650 SW REDWOOD LN STE 365
PORTLAND, OR 97224-7254

August 9, 2024
FEIN: **-***8179
Letter ID: L1224886640

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Legal Name: GOVERNMENT PORTFOLIO ADVISORS
Entity Type: Ltd. Liability Company

THE ABOVE REFERENCED TAXPAYER IS REGISTERED FOR THE FOLLOWING TAX ACCOUNTS:

Business Tax ID	Doing Business As Name
03-285234-00-7	GOVERNMENT PORTFOLIO ADVISORS

Program Name	Tax ID	Start Date	End Date	Filing Status
Gross Receipts	03285234007-GRT	03-Feb-2014		Monthly

Business Tax ID	Location Addresses Under GRT Account
03285234007-GRT	6650 SW REDWOOD LN STE 365 PORTLAND OR 97224-7254

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CLEARWATER ANALYTICS®

GPA GOVERNMENT PORTFOLIO ADVISORS

Partnering with Clearwater Analytics for Portfolio Accounting and Reporting

Providing Industry-Leading Portfolio Analytics with Innovative Technology

Our firm partners with Clearwater Analytics to deliver sophisticated, web-based investment portfolio accounting and reporting to our clients.

The Clearwater system aggregates, independently verifies, and confirms investment information daily (including market prices, trades and positions, cash balances, maturities, and more) and provides transparent accounting and compliance reporting and analytics.

Portfolio reporting is built on tax lot level information and provides views at the portfolio level with drill-down capabilities. Clearwater solves many of the accounting and performance reporting challenges faced by institutional investors by eliminating manual processes, Sarbanes-Oxley control deficiencies, inconsistent accounting assumptions, and post closing adjustments. The system has an easy-to-use interface and allows for customizable dashboards and reporting.

Investment Accounting

Clearwater's investment accounting engine provides flexible accounting reports; daily balance sheets; income statements; and transaction, income and security detail, and impairment analysis.

Book of Record

Generate and export a monthly file as early as day 1 containing your prior month's general ledger activity (i.e. debits and credits) based on your chart of all accounts and GL file formatting specifications. Custom columns and formulas can be created to match the providers input specifications. Seamlessly import files into your current ERP system, remove manual work, and reduce audit risks.

Direct Servicing

Clearwater's dedicated client servicing model consists of accounting and finance experts who understand your unique needs and challenges. You have access to a dedicated support team to ask questions, receive training, and learn about continuing education opportunities.

Compliance Policy Monitoring

Clearwater provides the status of portfolio compliance based on your investment policy parameters that are supported.

GL Wizard

Gain access to Clearwater's Flexible GL Wizard, which guides you step-by-step in the creation of a general ledger, including customized options for market value breakdowns, accrued methods, income options, security groupings, and other accounting options.

Fee

Your monthly fee will be the equivalent to .375 basis points on reported assets.
The fee will be billed directly to GPA. An addendum to the GPA contract will be required to incorporate the additional fee.

Disclosure

GPA pays for Clearwater's Investment Management module, which benefits all GPA Clients. GPA may be able to negotiate a lower basis point fee in the future for the Investment Management module if GPA clients add on this service.

Worldwide Offices

Boise • Edinburgh • Frankfurt • London • New Delhi • New York • Paris • Seattle • Singapore

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Clearwater Analytics is a global industry-leading SaaS solution for automated investment data aggregation, reconciliation, accounting, compliance, risk, performance, and reporting. Each day, the Clearwater Analytics solution reports on more than $5.9 trillion in assets for clients that include leading insurers, asset managers, corporations, pension plans, governments, and nonprofit organizations – helping them make the most of their investment portfolio data with a world-class product and client-centric servicing. Investment professionals around the globe trust Clearwater Analytics to deliver timely, validated investment data and analytics.

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FIRM'S FINANCIAL HEALTH

Since inception, Government Portfolio Advisors has experienced excellent financial health with annual positive cash flows during each year of our existence. The initial formation of GPA benefited from the transfer of a significant number of advisory relationships when our professionals departed their previous employer. They were able to maintain existing long-term relationships which created immediate positive cash flows. The revenues from the transferred relationships allowed GPA to hire additional professionals and construct the proprietary technology that has helped develop the firm into an industry leader in public fund advisory work.

As of December 31, 2023 our firm had 76 clients with approximately $20.4 billion of assets under management and additional oversight on $20 billion of consulting assets for 5 clients. As of December 31, 2023, our annual revenues are [redacted]. Contract terms with each client are between one and ten years, and we are pleased to say that our firm is financially strong and positioned for growth in the future.

GPA operates as an LLC partnership and distributes dividends each year to partners.

Our Business Model

Our business model is fixed-cost oriented where initial investments in technology and professional personnel can provide advisory services to a large number of advisory clients. Our ability to leverage our resources to our clients helps to create our value-added services. We can support our clients to develop a more efficient investment management process at a cost that is significantly less than can be done by the client internally.

Financial Performance and Position

GPA is a Registered Investment Advisor under the Investment Advisers Act of 1940. As such, we are regulated by the Securities and Exchange Commission and must maintain financial records required by the SEC. GPA has always carried out our obligations to protect client assets with the utmost care and scrupulous adherence to protection rules.

Client Protection

GPA maintains all the required insurance policies to provide sufficient protection of our client's assets related to our services. Policy coverage includes General Liability, Errors and Omissions, Cyber Security, and Professional Liability.

Please review the attached unaudited financials for the last 3 years. If additional financial statements are needed, please contact us.

Thank you,

Deanne Woodring, CFA

Government Portfolio Advisors
Balance Sheet

	2023 (November Prior to Distributions)	2022 (November Prior to Distributions)	2023 1 (November Prior to Distributions)
ASSETS			
Current Assets	$ [redacted]	$ [redacted]	$ [redacted]
Total Other Assets	$ [redacted]	$ [redacted]	$ [redacted]
TOTAL ASSETS	$ [redacted]	$ [redacted]	$ [redacted]
LIABILITIES AND EQUITY			
Total Liabilities	$ [redacted]	$ [redacted]	$ [redacted]
Total Equity	$ [redacted]	$ [redacted]	$ [redacted]
TOTAL LIABILITIES AND EQUITY	$ [redacted]	$ [redacted]	$ [redacted]

Government Portfolio Advisors
Profit and Loss

	2023	2022	2021
Income			
Total Income	$ [redacted]	$ [redacted]	$ [redacted]
Expenses			
Total Expenses	$ [redacted]	$ [redacted]	$ [redacted]
Net Operating Income	$ [redacted]	$ [redacted]	$ [redacted]
Other Income			
Total Other Income	$ [redacted]	$ [redacted]	$ [redacted]
Total Other Expenses	$ [redacted]	$ [redacted]	$ [redacted]
Net Income	$ [redacted]	$ [redacted]	$ [redacted]

The City of Santa Fe, Central Purchasing Division
AND
Finance Department

REQUEST FOR PROPOSALS (RFP)

Investment Services

RFP# 24078

Due Date: July 17, 2024

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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 investment advisory services.

B. BACKGROUND INFORMATION

The Finance Department is in need of investment advisory services. In order to obtain a higher level of expertise from a team of financial professionals, the City is issuing this RFP to obtain investment advisory services contractually.

It is the policy of the City to invest public funds in a manner which preserves principal, meets the daily cash flow requirements, complies with State Statute, and earns the highest investment of public funds. Also to invest cash balances over amounts required to meet current financial obligations to achieve the highest return. By ordinance, the City is required to invest money held in demand deposits not immediately needed for the operation of the government.

The City's investment portfolio shall remain sufficiently liquid to enable the City to meet all of the regular expenses of the City as well as payments on the City's debt obligations in a timely manner provided, they may be reasonably anticipated.

Contractors involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions or allow personal gain. Investment officials shall disclose, as per Code of Ethics Ordinance 1-7.6, any financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any personal financial/investment positions that could be related to the performance of the City, particularly with regard to the time of purchases and sales.

C. SCOPE OF PROCUREMENT

Manage the City of Santa Fe's fixed income investment account in compliance with policies, procedures, and State Statute. The services will include, but not be limited to, reviewing investment objectives, confirming and adjusting asset allocation structures, reviewing investment policy, providing ongoing advice and research, performing analysis and reporting, and serve as general resource.

The resulting contract may be a single award for a term of four (4) years.

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 Finance 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: Alexis Lotero, Procurement Manager
Telephone: (505) 629-2786

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: aclotero@santafenm.gov
   Central Purchasing Office: purchasing_RFP@santafenm.gov

   Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Division 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, Section13-1-172 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://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

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. "**Bid Central**" means the Bid Module in Munis Vendor Self Service. This is the City of Santa Fe's eProcurement system.

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

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

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

7. "**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.

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

9. "**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, Sections 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.

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

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

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

13. "**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.

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

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

16. "**Electronic Version/Copy**" means a digital form consisting of text, images or both readable on computers or other electronic devices.

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

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

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

20. "**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.

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. "**Living Wage**" means the minimum hourly wage necessary for a person to achieve a higher standard of living.

23. "**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.

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

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

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

27. "**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.

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

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

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

31. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that their 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.

32. "**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.

33. "**Sealed**" means, in terms of electronic submission, an Offeror's proposal and all accompanying documents have been completely and successfully uploaded into the Bid Central prior to the submission deadline stated in this RFP.

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

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

36. "**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,")

37. "**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.

38. "**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, Draft Contract, etc.
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

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 Division and the Procurement Manager will make every effort to adhere to the following schedule:

Action	**Responsible Party**	**Due Dates**
1. Issue RFP	Central Purchasing Division	July 17, 2024
2. Pre-Proposal Meeting	Requesting Department	July 24, 2024
3. Deadline to submit Written Questions	Potential Offerors	August 5, 2024
4. Response to Written Questions	Procurement Manager	August 9, 2024
5. Submission of Proposal	***Potential Offerors***	***August 23, 2024***
6.* Proposal Evaluation	Evaluation Committee	August 26, 2024 – September 5, 2024
7.* Selection of Finalists	Evaluation Committee	September 5, 2024
8.* Best and Final Offers	Finalist Offerors	September 10, 2024
9 * Oral Presentation(s)	Finalist Offerors	September 13, 2024
10.* Finalize Contract	Requesting Department/Finalist Offerors	October 2, 2024
11.* Contract Award	Requesting Department/Finalist Offerors	October 31, 2024

*Dates indicated in Events "Proposal Evaluation" 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 shown in Section II.A., above.

1. Issue RFP

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

2. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00am MST/MDT via https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzE0OGIxM2YtODQ3ZS00Yjk5LThmY2UtYjAzMzFmMWEzYWQ3%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%22561ad354-3843-4679-a386-51941cc9a615%22%7d

Meeting ID: 215 301 827 122

Passcode: R9uTRG

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Division 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.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Division and the Procurement Manager as to the intent or clarity of this RFP until 5:00pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Division 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.

4. Response to Written Questions

Written responses to the written questions will be provided on Bid Central, on or before the date indicated in Section II.A, Sequence of Events, and is available for all potential Offerors.

An electronic version of the Questions and Answers will be posted to: https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

5. Submission of Proposal

Only **electronic** proposal submission is allowed.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING DIVISION VIA UPLOAD. 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 Proposals submitted by facsimile and email will not be accepted.

A log will be kept by Bid Central of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 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.

6. 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 Division 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.

7. 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 Investment Process, Section IV.B.2 Service Structure, Section IV.B.3 Strength and Stability of the Firm, Section IV.B.4 Performance Reporting, Section IV.B.3 Organizational References, Section IV.C.4 Oral Presentation and Section IV.C.5 Cost.

8. 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 Section II. A, 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 oral presentations.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.7 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 be required to make their presentations through electronic means (GoToMeeting, Zoom, etc.). 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 Division.

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, 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 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 should indicate their acceptance of the 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 A.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement.

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 Division 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 Division 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, Sections 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 Division 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 Division 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, Sections 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.24. 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, Sections 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, the electronic record shall be closed and all proposals shall remain confidential.

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.4, 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 Division shall govern. Please refer to: https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

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 A), which should be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal should:

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; and
4. 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 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. The city's preferences will be applied except for purchases using state funds, federal funds and 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 proposal, showing that the business is located within the Santa Fe municipal limits. If a proposal is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued preference

Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978, Section 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 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a business with all 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 points equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business with all resident business subcontractors.

When city preferences apply, the maximum available local preference shall be 6%.

When state preferences apply, the maximum available preference shall be 10% and shall be applied as described in NMSA 1978, Section 13-1-21.

Additionally, only one submitted preference will be applied per solicitation, not multiple. Applications are available for download at: http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx

c. 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 ang 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

ELECTRONIC SUBMISSION ONLY Responses

Bidders must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Technical and Cost) should be submitted, as outlined below.

Technical and Cost portions of Offeror's proposal **must** be submitted in separate uploads as indicated below in this section and **must** be prominently identified as "Public Technical Proposal," "Confidential 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. Technical Proposals SHALL NOT contain any cost information. Name the file as such, Company Name – RFP Number – Public Technical (e.g., Acme Corp – 24078 - Public Technical)

****i. Confidential Information**: *If* Offeror's proposal contains confidential information, as defined in Section I.F.9 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files:****

- Public Technical Proposal: One (1) ELECTRONIC version with all confidential information redacted for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Name the file accordingly (Example file name, Acme Corp – 24078 – Public Technical)

- Confidential Technical Proposal: One (1) ELECTRONIC unredacted version for evaluation purposes only. (Shall not be release for public consumption.) Confidential versions must clearly be marked "CONFIDENTIAL" on the first page of the electronic file. Name the file accordingly (example file name, Acme Corp – 24078 - Confidential 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, Company Name – RFP Number – Cost (e.g., Acme Corp – 24078 - Cost)

ELECTRONIC proposal submissions must be fully submitted on: https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx. by the submission

deadline in Section II.B.5. Submissions cannot be password protected and must be in 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. Non-Collusion Affidavit
D. Conflict of Interest
E. Table of Contents
F. Proposal Summary (Optional)
G. Response to Contract Terms and Conditions (from Section II.C.15)
H. Offeror's Additional Terms and Conditions (from Section II.C.16)
I. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal/Binder 2)**
    1. Investment Process
    2. Service Structure and Accessibility
    3. Strength and Stability of the Firm
    4. Performance Reporting
    5. Organizational References
    6. Financial Stability – (Financial information considered confidential, as defined in Section I.F.9, and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i)
    7. Local Preferences (if applicable)
J. Other Supporting Material (if applicable)

Cost Proposal:
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. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

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

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

Manage the City of Santa Fe's fixed-income investment account in compliance with City policies, procedures, and State Statutes. Offerors must be a Registered Investment Advisor (RIA). Broker Services are not allowed.

1. Review Investment Objectives
   a. Meet with City staff and the City's Investment Advisory Board to review investment goals and objectives. Review the City's investment policies and guidelines for compliance with State Statute 6-10-10 and provide investment policy recommendations for the City's consideration.
   b. Facilitate a discussion on fixed-income asset classes to determine which should be permitted.
   c. Representatives must be available to meet regularly (primarily via teleconference) to review the account. In-person attendance may be required upon the request of the contract manager not to exceed four times per contract year.

2. Confirm and Adjust Asset Allocation Structure
   a. Use a trusted, reliable, and proven modeling program to run fixed-income allocation studies.
   b. Use the latest historical data on fixed-income investment returns, volatility, and correlation along with Capital Market Assumptions to determine an optimal cash/fixed-income portfolio.
   c. Determine an optimal fixed-income portfolio in a discretionary account that meets the City's short- and long-term cash needs as market conditions dictate.

3. Review Investment Policy
   a. Review potential strategies and consult with the City to determine changes to investment objectives and constraints stated in the Investment Policy Statement.
   b. Collaborate with City staff to select performance benchmarks and address the City's specific investment objectives and risk tolerance.

4. Provide Ongoing Advice and Research
   a. Continuously monitor the portfolio and the markets and analyze the relative value of different fixed-income options.
   b. Provide monthly and quarterly electronic communications reporting on the state of the investment markets.

5. Perform Analysis and Reporting
   a. Provide the City with quarterly reports monitoring the performance of the account(s) including information about the economy, financial markets, and investment strategy outlook. This information will be provided in a format mutually agreed upon.
   b. Quarterly reports shall contain both account and benchmark returns provided by the City's investment consultant, as well as information that will allow staff to review the portfolio and its performance versus the established benchmark, monitor cash flows, and evaluate the portfolio against other financial indicators and market factors.
   c. Quarterly reports will be made available to City staff approximately 45 calendar days after quarter-end.

6. Act as a General Resource
   a. Serve as a general resource on investment matters by providing market information, investment analysis, and updates on relevant market activity that might impact the City's Investment Program.
   b. Attend the Governing Body or Committee meetings as needed (at least annually).
   c. Provide formal training on investment topics to staff or the Governing Body as requested.

7. Registration
   a. Firms must be registered investment advisors under the Investment Advisors Act of 1940. Proof of current registration must be provided with proposal.

B. TECHNICAL SPECIFICATIONS

1. Investment Process

Offeror will provide the following information as it relates to their Investment Process:

a. Comment on your "investment philosophy" and process for analyzing the City's investment fund structure. How active is your management approach towards this portfolio?

b. Describe your manager's due diligence/research process.

c. Describe the capabilities and differentiating features of your firm's fund research database. Explain if the database is proprietary or purchased.

d. Explain how many analysts are employed by your organization solely for fund manager research and how many analysts are responsible for performance evaluation, performance attribution analysis, fund evaluation, due diligence, etc.

e. Explain how you would assist the City's Finance & Investment Committee in meeting their fiduciary responsibilities.

2. Service Structure and Accessibility

Offeror will provide the following information as it relates to their Investment Process:

a. Provide a full list of consulting services offered by your firm.

b. Provide the office's location that will serve the City and biographies of the key personnel that will be assigned to the City's account. Identify who would be the City's main representative, who would perform the analytical work on the relationship and who would serve as the back-up investment advisor in situations when the proposed lead investment advisor cannot attend a meeting. Provide the average number of client relationships per advisor.

c. Provide information about the support professionals who would be responsible for this account. Explain how the team dedicated to our account would function. Indicate any special endowment management expertise. List any senior staff departures in the past two (2) years and explain the reason for the departure.

d. Explain your quality standard for returning telephone calls or emails.

e. Describe who will be responsible for employee education regarding their investment options and associated risks and how that will be accomplished.

3. Strength and Stability of the Firm

Offeror will provide the following information as it relates to their Investment Process:

a. Provide the full name of your organization, address, telephone and facsimile number, firm website, mailing address of your main office, and the name and RIA certification # of the team member who holds an active license.

b. Include an organizational overview, including a description of the firm's corporate structure, ownership details, and year of founding in the present form, as well as the legal form of the organization, the parent company (if applicable), and any affiliated companies. Please note if any change to the firm's corporate structure is anticipated.

c. Indicate the years your firm has been performing investment services similar to those you seek to provide to the City.

d. Describe your client base, including the types of clients served, the number of non-profits for which your organization currently provides services, the length of time of services, and the range of asset values among your non-profit clients.

e. Disclose any and all conflicts of interest your organization has in serving as the City's investment advisor. Disclose whether your firm has any financial or other affiliation with other brokerage firms, banks, insurance companies, investment banking firms, or money management firms. If such affiliations exist, explain how your firm protect against conflict of interest.

f. Is the firm willing to disclose, upon client request, the dollar amount and nature of all material beneficial relationships that the firm, or any affiliate of the firm, engages in with investment manager clients? If not, please explain.

g. Describe any material litigation, regulatory, or legal proceedings in which your firm or any of the principals have been involved over the past five years. Specifically, highlight this information on the City's account for the consultant(s).

h. Describe the levels of insurance coverage, including the amounts of errors and omission insurance and any other fiduciary professional liability insurance your firm currently has in force. Provide copies of all the appropriate state and/or national licenses required to act as an investment manager as appendices.

i. Explain what you believe sets your firm's services apart from the competition and allows your firm to generate superior performance and service levels?

j. Describe your firm's experience and capability for providing education to City staff and investment committee members.

4. Performance Reporting

Offeror will provide the following information as it relates to their Investment Process:

a. Comment on your process for providing performance measurement reports.

b. Provide information on how frequently you plan to provide investment performance, when the reports will be available (after each month/quarter), and if the City can access performance reporting on a secure website.

c. Describe the performance measurement software your firm uses. Explain if the software is proprietary, or if your firm utilizes the software of an outside vendor. If your firm uses non-proprietary software, explain if you have the ability to influence changes to the software to customize reports for City needs.

d. Describe how you monitor the style adherence of investment managers. Specifically, the types of reports would you use.

e. Describe the performance attribution analysis services you could provide.

f. Provide sample copies of portfolio reports that would be provided to the City.

5. Organizational References

The Offeror must provide a list of at least three (3) references from similar projects/programs performed for government clients similar in size to the City within the last three (3) years.

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

a) Client name;
b) Project description;
c) Project dates (starting and ending);
d) Staff assigned to reference engagement that will be designated for work on the City's account; and
e) Client project manager name, telephone number, and email address.

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

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

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g., D & B report).

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. Registered Investment Advisor Certification

The Offeror must provide the Registered Investment Advisory Certification. **Failure to submit the certification will result in Offeror's disqualification.**

4. 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.

5. Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by the Total First Year Cost.

Offerors will describe the fees proposed by your firm for providing investment management services to the City.

a. Additionally, fully itemize all fees, if any, for the following:
   - Advisory – Percentage
   - Conversion fee.
   - Transferring assets from one fund/manager to another
   - Other transaction fees
   - Travel
   - Training
   - Other Administrative

If additional fees are to be charged for performing services related to preparing or modifying the City's Investment Policy, asset allocation analysis, please describe those fees in detail.

6. Local Preference

To ensure adequate consideration and application of NMSA 1978, Section 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. The city will apply City's local preference.

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.

RFP Section IV	Evaluation Factors	Points Available
B.	**Technical Specifications**	
B.1.	Investment Process	100
B.2.	Service Structure & Accessibility	100
B.3.	Strength & Stability of the Firm	225
B.4.	Performance Reporting	100
B.5.	Organizational References	125
C.	**Business Specifications**	
C.1.	Financial Stability	Pass/Fail
C.2.	Campaign Contribution Disclosure Form	Pass/Fail
C.3.	Registered Investment Advisory Certification	Pass/Fail
C.4.	Oral Presentations	100
C.5.	Cost	250
	TOTAL POINTS AVAILABLE	**1,000**
C.5.	City of Santa Fe Local Preference per Section IV C. 2	**30**
C.5.	City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	**60**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

Points will be awarded based on the Offeror's thoroughness, clarity, candid and well-thought-out response in this Section.

1. B.1. Investment Process

Points will be awarded based on the Offeror's thoroughness, clarity, candid and well-thought-out response to "a" through "e" in this Section.

2. B.2. Service Structure & Accessibility

Points will be awarded based on the Offeror's thoroughness, clarity, candid and well-thought-out response to "a" through "h" in this Section.

3. B.3. Strength and Stability of the Firm

Points will be awarded based on the Offeror's thoroughness, clarity, candid and well-thought-out response to "a" through "j" in this Section.

4. B.4. Performance Reporting

Points will be awarded based on the Offeror's thoroughness, clarity, candid and well-thought-out response to "a" through "f" in this Section.

5. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

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

6. C.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

7. C.2 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

8. C.3 Registered Investment Advisory Certification

Pass/Fail only. No points assigned.

9. 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 amount of total points for this Evaluation Factor).

10. C.4 Cost (See Table 1)

The evaluation of each Offerors cost proposal will be conducted using the following formula:

Step 1

Total First Year Costs ÷ Total Quality Points = Price Per Point (Ppp)

Step 2

((Lowest Ppp ÷ Evaluated Ppp) x Price Points) = Points/Percentage

11. 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 points 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%.

C. 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.

   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 this RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Central Purchasing Division and/or the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.6.

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

LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

ITEMS #1 to #3 EACH SHOULD BE COMPLETED IN FULL (pursuant to Section II.C. (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 24078

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)

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 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 B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 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, Section 13-1-181 or a contract that is executed may be ratified or terminated pursuant to Section 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 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 proces**s" 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, Section 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 Alma Castro – District One
Councilor Amanda Chavez – District Four
Councilor Carol Romero-Wirth – District Two
Councilor Jaime Cassutt – District Four
Councilor Lee Garcia – District Three
Councilor Michael Garcia – District Two
Councilor Pilar Faulkner – District Three
Councilor Signe Lindell, Mayor Pro-tem – District One

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

Offeror will provide their cost/compensation for services on this form.

Cost/Fee Item	**Unit**	**Cost**
Annual Advisory Management Fee		%
Advisory Fee	Annual (12 months)	$
Start-Up Costs (List any other start-up costs that may be applicable.)		
Conversion Fees	Lump Sum	$
Transfer Fees	Lump Sum	$
Other Fees	Lump Sum	$
	Total First Year Costs	$
Additional Fees for Services (List any other fees for services should the City use them.)		
Travel		$
Training		$
		$
		$
		$
		$
		$

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

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Santa Fe, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.5. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at Purchasing_RFP@santafenm.gov by August 23, 2024, no later than 3:00 pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 24078
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

_____
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe, Finance Department via email at:

Name: Central Purchasing Division
Email: Purchasing_RFP@santafenm.gov; and aclotero@santafenm.gov

Forms must be submitted no later than 3:00pm MST/MDT on August 23, 2024 **and must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the City of Santa Fe **Procurement Manager, Alexis Lotero** at aclotero@santafenm.gov . When contacting the Procurement Manager, include the Request for Proposals' number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact email address	
Project description	
Project dates (start and end dates)	
Technical environment for the project you're providing a reference (i.e., Investment Services);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   __ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

   ___(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

   ___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

   COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

   ___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

6. Who are/were the vendor’s principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

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 with respect to 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 Investment Advisor, 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 Investment Advisor and known key personnel need to describe the conflict.

The Investment Advisor agrees that, if after award, an organizational conflict of interest is discovered, the Investment Advisor makes an immediate and full written disclosure to the City that includes a description of the action that the Investment Advisor 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 Investment Advisor 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 For the duration of this firm's involvement in the Investment Services 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 Investment Services contract.

I certify that this firm will keep all Investment Services 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 Investment Services contract. I understand that if this firm leaves this Investment Services 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 Investment Services 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 Investment Services 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 draft Contract located in the Procurement Library (Section I.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.

CITY OF SANTA FE

Memorandum

Date: May 7, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: 2025 International Folk Art Market Alcohol Approval

EXECUTIVE SUMMARY:

The proposed resolution would grant permission to the International Folk Art Market ("IFAM") to serve beer and wine on City of Santa Fe ("City") property, in the Railyard Park, on July 10 and 12, 2025.

SFCC 1987, Section 23-6.2, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in Section 23-6.2 (A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses the required elements:

- the event is the International Folk Art Market;
- the location is the Railyard Park;
- the dates are July 10 and 12, 2025;
- the time is 6:00 p.m. to 9:00 p.m.;
- the alcohol would be beer and wine;
- 2,500 attendees are expected in the Railyard Park at any given time during the event;
- a Public Celebration Permit is required;
- and liquor liability and general liability insurance will list the City as an insured and be not less than $2,000,000.00, per occurrence and in the aggregate.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Signe Lindell

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING PORTIONS OF THE INTERNATIONAL FOLK ART MARKET ON JULY 10 AND 12, 2025, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2, governs the consumption of alcohol on city property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, the International Folk Art Market ("IFAM") is an annual event featuring artisans from throughout the world; and

WHEREAS, IFAM is a significant event benefiting the City of Santa Fe's tourism industry; and

WHEREAS, IFAM wishes to partner with Tumbleroot Brewery and Distillery, promoting a local business to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during IFAM is hereby approved according to the following parameters:

Event:	International Folk Art Market events
Dates:	July 10 and July 12, 2025
Hours:	6:00 p.m. to 9:00 p.m.
Location:	The Railyard Park
Number of expected attendees:	Up to 2,500 attendees are expected in the Railyard Park at any given time during the event.
Type of alcohol to be served:	Beer and wine.
Required Permits:	Public Celebration Permit.
Required Insurance:	Liquor Liability insurance with limits not less than $2,000,000, per occurrence and in the aggregate, with the City of Santa Fe, its officials, directors, and employees, and agents as additional insureds on a primary and noncontributory basis. The International Folk Art Market shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (May 8, 2025 17:11 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/International Folk Art Market Alcohol Approval

FIR No. 10677.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): 2025 International Folk Art Market Alcohol Approval

Sponsor(s): Councilor Signe Lindell

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar, City Clerk **Date:** 5/8/2025
Phone: (505) 955 – 6327

Reviewed by City Attorney: Erin McSherry **Date:** _____
Erin McSherry (May 8, 2025 17:11 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 05/08/2025

Summary:
The proposed Resolution would authorize the sale and consumption of beer and wine at the International Folk Art Market ("IFAM"). IFAM wishes to make alcohol available for purchase in the Railyard Park on July 10 and 12, 2025, from 6:00 p.m. to 9:00 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property that are not specifically listed in Section 6.2 (A).

Departments Affected:
City Clerk's Office.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then IFAM will not be able to serve beer and wine July 10 and 12, 2025.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None.

Fiscal Implications:
None.

Fiscal Impact

X 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:

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: ANDREA SALAZAR (May 7, 2025 07:18 MDT)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: May 15, 2025

To: Public Works and Utilities Committee; Quality of Life Committee; Governing Body

From: Jennifer Morrow, PE, Complete Streets Division Director JM

Via: Regina Wheeler, Director of Public Works RW

RE: Cerro Gordo Bridge Weight Limitations

EXECUTIVE SUMMARY:

This resolution establishes a weight limit for vehicles using the Cerro Gordo Bridge, No. 8838 ("Bridge"), specifying that vehicle weight shall not to exceed fifteen (15) tons until repairs to the Bridge are made. As is consistent with NMSA 1987, Section 66-7-415, the limitation will be effective when "signs are erected and maintained and notice given in writing to the nearest officer or employee of the New Mexico state police division of department of public safety authorized to issue special permits." As such, the City will forward a copy of this resolution to the New Mexico Motor Transportation Department and will install weight limitation signs appropriately and conspicuously in advance of the Bridge. Once effective, a violation of the weight limit will be a misdemeanor, punishable by the penalties in NMSA1987, Section 66-87. Lastly, the resolution specifies that upon completion of repairs, the City shall notify the New Mexico Department of Transportation that the repairs have been completed, shall remove the signs, and full access to the Bridge shall be restored.

BACKGROUND:

The State of New Mexico provides the City with bridge inspection reports. The Bridge was identified as needing repair. Staff proceeded with an assessment of the Bridge's condition in order to develop a repair plan. The assessment found that the weight of vehicles crossing the Bridge should be limited to a maximum weight of 15 tons until repairs are completed. Staff are developing a design and cost estimate for those repairs. Once the design and cost estimate are completed, City staff shall develop a repair plan. Once repairs are made, City staff will remove the weight limitation signs and full access to the Bridge will be restored. All City departments have been notified of the weight restriction on the Bridge. The weight restriction does not interfere with operations at the Canyon Road Water Treatment Plant, Nichols Dam construction project, garbage collection, or first responder services.

ATTACHMENTS:

Resolution
FIR
Cerro Gordo Bridge - Field Observation Report
Cerro Gordo Bridge - Ariel Photo and Map of Bridge



Last saved by: CALVIN.SANCHEZ (2025-05-09) Last Plotted: 2025-05-09
Filename: C:\Users\Calvin.Sanchez\Documents\Work Files\01_Projects\Santa Fe\Cerro Gordo\Signing.dwg

AECOM

PROJECT

CERRO GORDO BRIDGE

CLIENT

CITY of
SANTA FE

200 Lincoln Avenue
Santa Fe, New Mexico 87501
T 505.955.6631
www.santafenm.gov

ENGINEERING CONSULTANT

AECOM
150 Washington Avenue, Suite 201
Santa Fe, New Mexico 87501
T 505.855.7500
www.aecom.com

REGISTRATION

RICHARD K. ROTTO
NEW MEXICO
15100
REGISTERED PROFESSIONAL ENGINEER
5/09/2025

ISSUE/REVISION

I/R	DATE	DESCRIPTION

KEY PLAN

SHEET TITLE

SIGNING PLAN

SHEET NUMBER

1 - 1

Field Observation Report

Seth M. McVey
AECOM Bridge Engineer
6501 Americas Parkway NE
Suite 900
Albuquerque, NM 87110

To: Jeanne Wolfenbarger
City of Santa Fe Traffic Engineer
737 Agua Fria Street
Santa Fe, NM 87501

Report Date	04/03/2025, Thursday	**AECOM Inspector**	Seth McVey, PE
Report Number	Report No. 1	**Contractor**	Concrete Coring Company
CoSF Project Number	N/A	**Contractor**	Terracon
NMDOT Bridge Number	Bridge No. 8388	**Contractor**	RoadSafe

Hours Observed: 8:00 am – 12:00 pm (4/3/2025)

Weather – 4/3/2025
High: 60° F & **Low:** 35° F **Conditions:** Sunny

I. PURPOSE:

As part of AECOM's agreement with the City of Santa Fe for Construction Engineering and Inspection services for the bridge carrying Cerro Gordo Rd over the Santa Fe River (Bridge No. 8388), AECOM and its subconsultant performed concrete coring services of the bridge superstructure on April 3, 2025. These deck cores were taken to evaluate the condition of the existing bridge to determine if the extent of repairs detailed in the repair scoping report, developed by WSP dated 6/25/2024, are sufficient. Five (5) concrete cores were taken at the following locations:

1. Southwest corner: ~2'-7" from west edge of deck (EOD) and ~6'-7" from the south abutment,
2. Southwest corner: ~5'-0" from west EOD and ~6'-7" from the south abutment
3. Midspan of center girder: ~10'-2" from west EOD and ~13'-6" from the south abutment
4. Midspan of west girder: ~2'-7" from west EOD and ~13'-6" from the south abutment
5. Northeast corner: ~5'-0" from east EOD and ~5'-0" from the north abutment

II. EOR OBSERVATIONS:

See attached photo log and descriptions.

III. INSPECTION SUMMARY:

AECOM performed an cursory inspection of the bridge deck prior to the coring and found the bridge condition to be consistent with the descriptions reflected in the 12/4/2023 NMDOT Bridge Inspection Report (BIR), which noted severe scaling, spalling, exposed rebar, and section loss.

The 2023 BIR indicated severe spalling, delamination, scaling, and exposed reinforcement with section loss of the top flange of the girder along both exterior faces of the exterior girders. AECOM observed these defects and found that the defects have worsened (see **Photos 6 & 12-16**). The bridge railing posts are

compromised because of the lack of integrity of concrete holding the posts in place (see **Photos 17 & 18**). The condition of the bridge rails was observed to be in general conformance with the most recent inspection report (see **Photo 19**). The girder soffit was observed by AECOM to exhibit minor to severe efflorescence (see **Photo 9**), particularly at the joints between the girders (see **Photos 7 & 8**). The condition of the masonry abutments was observed to be consistent with the 2023 BIR, with moderate mortar loss, broken rocks, water staining, cracks, and efflorescence (see **Photos 10 & 11**).

In addition to the observations noted above, the cores revealed that the condition of the concrete of the exterior girders is poor. The cores attempted at the southwest corner of the bridge (west girder near the south abutment, cores #1 & 2) were inadequate due to the concrete spalling and crumbling during drilling (see **Photos 24 & 29**). A 5" long core (core #3) was obtained near midspan of the center girder (see **Photo 25**). The concrete of this core appears to be in fair condition; however, Terracon will verify the concrete strength at location #3 with further testing of this core. The concrete core taken near the midspan of the west girder and west EOD (core #4) showed delamination in the concrete up to a depth of approximately 8" into the girder (see **Photo 26**). The core at the northeast corner (core #5) also exhibited poor concrete, as the concrete spalled and crumbled during drilling. This location, however, showed that for approximately 2" of the concrete at the bottom of the 11" core was intact (see **Photo 28**).

Prepared by:

Seth McVey, PE | Bridge Engineer — 4/7/2025 Date

Checked by:

Gregory Gonzales | Bridge Engineer — 4/7/2025 Date

EOR Acceptance:

Richard Rotto, P.E. | Vice President — 4/7/2025 Date

Copies to:

City of Santa Fe Project Manager: Jeanne Wolfenbarger

CITY OF SANTA FE PROJECT No.: N/A
INSPECTION DATE: 4/3/2025

BRIDGE NAME: CERRO GORDO RD. OVER SANTA FE RIVER
LOCATION: BRIDGE SITE

Photo No.	**1**	
Location	Northeast Corner of Bridge (looking Southwest)	
Description	East Elevation	

Photo No.	**2**	
Location	Northwest Corner of Bridge (looking Southeast)	
Description	West Elevation	

CITY OF SANTA FE PROJECT No.: N/A
INSPECTION DATE: 4/3/2025

BRIDGE NAME: CERRO GORDO RD. OVER SANTA FE RIVER
LOCATION: BRIDGE SITE

Photo No.	3	
Location	North Approach (looking Down and South)	
Description	Typical Deck	

Photo No.	4	
Location	North End of Bridge (looking North)	
Description	North Approach Roadway	

CITY OF SANTA FE PROJECT No.: N/A
INSPECTION DATE: 4/3/2025

BRIDGE NAME: CERRO GORDO RD. OVER SANTA FE RIVER
LOCATION: BRIDGE SITE

Photo No.	5	
Location	South End of Bridge (looking South)	
Description	South Approach Roadway	

Photo No.	6	
Location	Southwest Edge of Deck (looking East)	
Description	Severe Spalling Exposing Reinforcement with Corrosion and Section Loss	

CITY OF SANTA FE PROJECT No.: N/A
INSPECTION DATE: 4/3/2025

BRIDGE NAME: CERRO GORDO RD. OVER SANTA FE RIVER
LOCATION: BRIDGE SITE

Photo No.	7	
Location	Deck Soffit, Joint Between West Girder and Center Girder at South End (looking Up and North)	
Description	Severe Efflorescence & Minor to Moderate Abrasion	

Photo No.	8	
Location	Deck Soffit, Joint Between East Girder and Center Girder at South End (looking Up and North)	
Description	Severe Efflorescence & Minor to Moderate Abrasion	

CITY OF SANTA FE PROJECT No.: N/A
INSPECTION DATE: 4/3/2025

BRIDGE NAME: CERRO GORDO RD. OVER SANTA FE RIVER
LOCATION: BRIDGE SITE

Photo No.	**9**	
Location	Southwest Corner of Bridge, Under Bridge (looking Up and Northwest)	
Description	Typical Deck Soffit	

Photo No.	**10**	
Location	South Abutment (looking North)	
Description	Typical North Abutment	

CITY OF SANTA FE PROJECT No.: N/A
INSPECTION DATE: 4/3/2025

BRIDGE NAME: CERRO GORDO RD. OVER SANTA FE RIVER
LOCATION: BRIDGE SITE

Photo No.	11	
Location	North Abutment (looking South)	
Description	Typical South Abutment	

Photo No.	12	
Location	Northeast Edge of Deck (looking West)	
Description	Severe Spalling Exposing Reinforcement with Corrosion and Section Loss	

CITY OF SANTA FE PROJECT No.: N/A
INSPECTION DATE: 4/3/2025

BRIDGE NAME: CERRO GORDO RD. OVER SANTA FE RIVER
LOCATION: BRIDGE SITE

Photo No.	**13**	
Location	East Edge of Deck Near Midspan (looking Up and North)	
Description	Typical Condition of Edge of Deck Soffit	

Photo No.	**14**	
Location	West Edge of Deck Near Midspan (looking Up and South)	
Description	Typical Condition of Edge of Deck Soffit	

CITY OF SANTA FE PROJECT No.: N/A
INSPECTION DATE: 4/3/2025

BRIDGE NAME: CERRO GORDO RD. OVER SANTA FE RIVER
LOCATION: BRIDGE SITE

Photo No.	15	
Location	West Edge of Deck Near Midspan (looking Up and North)	
Description	Typical Condition of Edge of Deck Soffit	

Photo No.	16	
Location	East Edge of Deck Near Midspan (looking Up and South)	
Description	Typical Condition of Edge of Deck Soffit	

CITY OF SANTA FE PROJECT No.: N/A
INSPECTION DATE: 4/3/2025

BRIDGE NAME: CERRO GORDO RD. OVER SANTA FE RIVER
LOCATION: BRIDGE SITE

Photo No.	17	
Location	Northeast Corner of Bridge (looking Down and Southwest)	
Description	Typical Condition of Railing Base Plate	

Photo No.	18	
Location	Southwest Corner of Bridge (looking Down and Northeast)	
Description	Typical Condition of Railing Base Plate	

CITY OF SANTA FE PROJECT No.: N/A
INSPECTION DATE: 4/3/2025

BRIDGE NAME: CERRO GORDO RD. OVER SANTA FE RIVER
LOCATION: BRIDGE SITE

Photo No.	**19**	
Location	Bridge Deck (looking Northeast)	
Description	Typical Condition of Railing	

Photo No.	**20**	
Location	Southwest Corner of Bridge (looking Down and West)	
Description	Southwest Coring Location #1	

CITY OF SANTA FE PROJECT No.: N/A
INSPECTION DATE: 4/3/2025

BRIDGE NAME: CERRO GORDO RD. OVER SANTA FE RIVER
LOCATION: BRIDGE SITE

Photo No.	21	
Location	West Girder Near Midpsan (looking Down and West)	
Description	West Coring Location #4	

Photo No.	22	
Location	Northeast Corner of Bridge (looking Down and East)	
Description	Northeast Coring Location #5	

CITY OF SANTA FE PROJECT No.: N/A
INSPECTION DATE: 4/3/2025

BRIDGE NAME: CERRO GORDO RD. OVER SANTA FE RIVER
LOCATION: BRIDGE SITE

Photo No.	23	
Location	Center of Center Girder Near Midspan (looking Down and West)	
Description	Coring Location #3	

Photo No.	24	
Location	Southwest Corner of Bridge, Coring #1 (looking Down and West)	
Description	Condition of Concrete After Coring, Concrete Observed to Not Hold Together to Obtain a Core	

CITY OF SANTA FE PROJECT No.: N/A
INSPECTION DATE: 4/3/2025

BRIDGE NAME: CERRO GORDO RD. OVER SANTA FE RIVER
LOCATION: BRIDGE SITE

Photo No.	25	
Location	N/A	
Description	Core #3 from Center of Bridge at Center Girder	

Photo No.	26	
Location	N/A	
Description	Core #4 from Near Midspan of West Girder at West Edge of Deck	

CITY OF SANTA FE PROJECT No.: N/A
INSPECTION DATE: 4/3/2025

BRIDGE NAME: CERRO GORDO RD. OVER SANTA FE RIVER
LOCATION: BRIDGE SITE

Photo No.	27	
Location	Northeast Corner of Bridge (looking Down and East)	
Description	Condition of Concrete After Coring #5, Concrete Observed to Not Hold Together to Obtain a Core	

Photo No.	28	
Location	N/A	
Description	Core #4 from Northeast Corner of Bridge	

CITY OF SANTA FE PROJECT No.: N/A
INSPECTION DATE: 4/3/2025

BRIDGE NAME: CERRO GORDO RD. OVER SANTA FE RIVER
LOCATION: BRIDGE SITE

Photo No.	29	
Location	Southwest Corner of Bridge (looking North)	
Description	Core #1 Concrete in Drill	

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

A RESOLUTION

RESTRICTING THE WEIGHT LIMIT ON THE CERRO GORDO BRIDGE NO. 8838 NOT TO EXCEED A GROSS WEIGHT LIMIT OF FIFTEEN (15) TONS UNTIL REPAIRS ARE MADE; DIRECTING INSTALLATION OF WEIGHT LIMITATION SIGNS IN ADVANCE OF THE BRIDGE AND NOTICE OF THIS RESOLUTION SENT TO THE NEW MEXICO MOTOR TRANSPORTATION DEPARTMENT, AS REQUIRED BY STATE LAW; SPECIFYING THAT VIOLATION OF THE WEIGHT LIMIT IS A MISDEMEANOR, PUNISHABLE BY THE PENALTIES IN NMSA 1978, SECTION 66-8-7; AND DIRECTING NOTICE TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION WHEN REPAIR COMPLETION AND FULL ACCESS TO THE BRIDGE IS RESTORED.

WHEREAS, On April 7, 2025, Rich Rotto, PE structural engineer with AECOM ("AECOM Engineer"), evaluated Cerro Gordo Bridge No. 8838, which spans the Santa Fe River and connects Upper Canyon Road with Cerro Gordo Road ("Bridge"); and

WHEREAS, the results of the evaluation indicate that the Bridge's load bearing capability is deteriorating and reducing the traffic loading would increase the expected life of the Bridge; and

WHEREAS, the results of the structural evaluation led the AECOM Engineer to recommend that the City reduce the permissible vehicle weight loads on the Bridge to fifteen (15) tons; and

WHEREAS, the State Bridge Load Rating Engineer reviewed and confirmed the AECOM Engineer's determination in accordance with New Mexico Department of Transportation's load rating procedures; and

WHEREAS, alternate routes exist for vehicles with a gross vehicle weight of more than fifteen (15) tons to access both Cerro Gordo Road and Upper Cayon Road; and

WHEREAS, pursuant to NMSA 1978, Section 66-7-415, the Governing Body of the City of Santa Fe ("City") may restrict truck traffic upon the City's public streets under certain circumstances when the street is primarily residential, passes by educational or medical facilities, or is not designed or constructed for heavy weight vehicles; and

WHEREAS, the Bridge is primarily residential;

WHEREAS, consistent with the permitted criteria for limiting weight on public streets in NMSA 1978, 66-7-415, the street is primarily residential;

WHEREAS, NMSA 1987, Section 66-7-415, provides that a resolution restricting traffic shall be effective when "signs are erected and maintained and notice given in writing to the nearest officer or employee of the New Mexico state police division of the department of public safety authorized to issue special permits".

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY that vehicles using the Bridge shall not exceed a gross weight limit of fifteen (15) tons until repairs of the bridge are completed.

BE IT FURTHER RESOLVED that the City shall complete a design and cost-estimate for the repairs and shall develop a repair plan accordingly.

BE IT FURTHER RESOLVED that the City shall forward a copy of this Resolution to

the New Mexico Motor Transportation Department, as required by state law.

BE IT FURTHER RESOLVED that the City shall install weight limitation signs appropriately and conspicuously in advance of both sides of the Bridge as well as in advance of the Bridge at a location where large vehicles can turn around.

BE IT FURTHER RESOLVED that violation of the weight limit imposed by this Resolution shall be a misdemeanor, punishable by the penalties in NMSA 1978, Section 66-8-7.

BE IT FURTHER RESOLVED that, once repairs are complete, the City shall notify the New Mexico Department of Transportation that repairs have been completed, remove the weight limitation signs, and restore full access to the Bridge.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (May 23, 2025 12:39 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Cerro Gordo Weight Limitation

FIR No. 1068.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Cerro Gordo Bridge Weight Limitation

Sponsor(s): Councilor Carol Romero-Wirth

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 5/15/2025 **Phone:** (505) 955-6622

Reviewed by City Attorney: Erin McSherry **Date:** _____
Erin McSherry (May 22, 2025 09:02 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 05/22/2025

Summary:
This resolution establishes a weight limit on the Cerro Gordo Bridge, No. 8838 ("Bridge"), specifying that vehicles greater than 15 tons shall not use the Bridge. Consistent with NMSA 1987, Section 66-7-415, the limitation will be effective when "signs are erected and maintained and notice given in writing to the nearest officer or employee of the New Mexico state police division of the department of public safety authorized to issue special permits." As such, after the Governing Body approves the resolution, it provides that the City will forward a copy of it to the New Mexico Motor Transportation Department and will install weight limitation signs appropriately and conspicuously in advance of the bridge and where vehicles can turn around. Once effective, a violation of the weight limit will be a misdemeanor, punishable by the penalties in NMSA1987, Section 66-87. Lastly, the resolution specifies that upon completion of repairs, the City will notify the New Mexico Department of Transportation that the repairs have been completed, remove the signs, and restore full access to the Bridge.

Departments Affected:
Public Works Department, Public Utilities Department, Fire Department, Police Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the Bridge could fail if vehicles weighing over 15 tons utilize the Bridge. Failure of the Bridge could result in difficulty for some residents and visitors to access homes, recreational areas, and work.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
If this resolution is adopted, the Public Works Department will continue its development and design of a repair plan for the Bridge, will notify the New Mexico Department of Transportation and ensure that weight limitation signs are conspicuously and appropriately placed in advance of the Bridge, and will proceed with Bridge repairs. Once the repairs are completed, the Public Works Department would notify the New Mexico

Department of Transportation that the repairs are complete and will remove weight limitation signs, restoring full access to the Bridge.

Fiscal Implications:
This resolution will require minor costs to erect the signage, and while the scope of this resolution does not include the repairs themselves, there will be costs for repairs, once work on the Bridge begins.

Fiscal Impact

___x___ 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:

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: Regina Wheeler
Regina Wheeler (May 22, 2025 09:27 MDT)

Email: rawheeler@santafenm.gov

Signature:
Jennifer Morrow (May 22, 2025 09:35 MDT)

Email: jlmorrow@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: May 20, 2025

To: Governing Body and Finance Committee

From: Sten Johnson, Assistant Fire Chief

Via: Brian Moya, Fire Chief

Subject: MOA with NM Health Care Authority

Vendor Name: New Mexico Health Care Authority, Department of Health

Munis Vendor Number: 1789

ITEM AND ISSUE:

The Fire Department respectfully requests your review and approval of a Memorandum of Agreement in the total amount of $871,970.20 for Intergovernmental Transfer for a term of one-time transaction with NM Health Care Authority

CONTRACT NUMBER:

The Munis contract number is yet to be determined.

BACKGROUND AND SUMMARY:

The Fire Department has been an early adopter of a program now approved for government operated ambulance services to participate in a supplemental payment program from Medicaid.
This program involves an MOA between the City and NM Health Care Authority. The MOA would make possible an Inter-Governmental Transfer (IGT) of funds.

The City fronts an IGT to the HCA. The HCA uses the funds to apply for supplemental payment from Medicaid. The supplemental payment then comes back to the City. Please see attachments for further explanation.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: 100

Munis Org Name/Number: yet to be determined

Munis Object Name/Number: yet to be determined

Budget Officer / Designee: Andy Hopkins **Date:** 05/20/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

This is a transaction with a governmental agency, New Mexico Health Care Authority.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 05/20/2025

CPO Comment/Exceptions: NMSA 1978, Section 13-1-98(A)

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:

Horizons declination
CPO Service Determination Email
Procurement document: Exemption Determination/Email
MOA

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) constitutes an agreement between the **New Mexico Health Care Authority (HCA),** and The **City of Santa Fe (Ambulance Services)**, collectively referred to as the "Parties," regarding the implementation of Ambulatory Supplemental Payment Program (ASPP).

I. DEFINITIONS

A. Intergovernmental Transfers or IGTs means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433, Subpart B. In this MOA, the IGT Provider is the City.

B. Medicaid means the medical assistance program authorized by Title XIX of the Social Security Act, 42 US.C. §§ 1396 et seq., and regulations, as administered in New Mexico by the Agency

C. Agency means HCA.

II. GENERAL PROVISIONS

The IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed $871,970.20.

A. . The IGT Provider and the Agency have agreed that these IGT funds will only be used for the ASPP.

B. The IGT Provider will sign and return this MOA to the Agency.

C. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed $871,970.20. The IGT Provider will transfer payments to the Agency in the following manner:
   i. The Agency will bill the IGT Provider when payment is due.
   ii. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this MOA in accordance with public records laws and established retention schedules.

III. AUDITS AND RECORDS

A. IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this MOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.

B. IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel, if applicable.

C. IGT Provider agrees to comply with applicable public record inspection and retention laws.

IV. RETENTION OF RECORDS

A. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this MOA for a period of six years after termination of this MOA, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records shall be retained until resolution of the audit findings.

B. Persons duly authorized by the Agency and federal auditors will have full access to and the right to examine any records and documents from this MOA. The rights of access in this section will not be limited to the required retention period but will last as long as the records are retained. IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this MOA.

V. ASSIGNMENT AND SUBCONTRACTS

The IGT Provider agrees to neither assign the responsibility of this MOA to another party nor subcontract for any of the work contemplated under this MOA without prior written approval of the Agency. No approval by the Agency of any assignment or subcontract will be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this MOA. All assignments or subcontracts shall be subject to the conditions of this MOA and to any conditions of approval that the Agency shall deem necessary.

VI. AMENDMENT

This MOA may only be amended upon a written instrument signed by the parties.

VII. ASSURANCES

A. IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non- uninsured, and non-underinsured activities.

B. IGT Provider agrees the following provision will be included in any agreements between IGT Provider and local providers where IGT funding is provided pursuant to this MOA:

Funding provided in this agreement will be prioritized so that designated IGT funding must first be used to fund the Medicaid program and used secondarily for other purposes.

VIII. TERM

A. The duties under this MOA will be performed from January 1, 2024, through June 30, 2024, and this MOA terminates June 30, 2025, which includes the states certified forward period.

B. This MOA may be executed in multiple counterparts, each of which will constitute an original, and each of which will be fully binding on the party signing at least one counterpart.

Local Intergovernmental Transfers	
Program / Amount	
Estimated IGTs	$871,970.20
Total Funding Not to Exceed	$871,970.20

IN WITNESS THEREOF, the parties execute this Memorandum of Agreement.

HEALTH CARE AUTHORITY

By: _____ Date: _____
Kari Armijo, HCA Cabinet Secretary

By: _____ Date: _____
Carolee Graham, HCA Chief Financial Officer

Approved by General Counsel:

By:_____ Date: _____

Mark Reynolds, HCA General Counsel

For the City of Santa Fe Fire Department

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

New Mexico (NM) Ambulance Supplemental Payment Program (ASPP)

Calendar Year 2024 (CY24) Handout

March 2025

PUBLIC CONSULTING GROUP

INTRODUCTION

The NM ASPP allows government-owned Emergency Ground Ambulance Services (EGAS) providers to access additional federal funds for provided and billed Medicaid Managed Care Organization (MCO) transports. The effective date of the NM ASPP is **1/1/2024**, allowing participating EGAS providers to claim allowable costs for the CY24 cost reporting period.

HOW IT WORKS

The NM ASPP requires participating providers to complete an annual cost report that includes an average cost per transport used to calculate the supplemental add-on rate paid to providers when billing Medicaid MCO patients. The cost report is used to determine eligibility for the NM ASPP.

Upon completion of the NM ASPP cost report containing an average cost per transport, an intergovernmental transfer (i.e., grant matching) will be issued to participating EGAS providers so that they may yield their supplemental payments. The supplemental payment process is summarized below.

1. NM EGAS providers provide and bill for Medicaid MCO transports.
2. NM Healthcare Authority (HCA) invoices participating NM EGAS providers for the state share of their supplemental payment.
3. HCA uses provider's grant matching funds to draw down matching federal funds.
4. Each provider's grant matching dollars are returned, along with the matching federal share funds.

NEXT STEPS

CY24 Cost Report Submission

The CY24 (1/1/24 – 12/31/24) cost report must be uploaded to the Myers & Stauffer (M&S) web portal by Friday, 5/31/25 @ 5PM MT. **PCG will submit all required documentation on your behalf.**

CY24 M&S Audit

Shortly after cost report submission, M&S will perform cursory audits on all submitted CY24 NM ASPP cost reports. **PCG will address any potential follow up questions on your behalf.**

CY24 Payment

Supplemental payment for this program will not occur until the Preprint is submitted by HCA and CMS approves. Payments will be administered through a grant matching process between the providers and HCA. The payments will come directly from the MCOs.

PCG will invoice you for our provided CY24 cost reporting services after you confirm you receive payments.

CONTACT US

Please contact NMASPP@pcgus.com with any questions!

CY 2024 EGAS MCO Allotments

	Medicaid Number	Provider		MCO Total Allotment Projections Utilizing MMIS MCO Trips: Total Managed Care Transports (MMIS Data) 7/1/22 to 6/30/23	Jan-Jun 24 Total Allotment	Jan-Jun 24 IGTs Needed	Jan-Jun 24 Net New Federal Funding	Jul-Dec 24 Allotment	Jul-Dec 24 IGTs Needed	Jul-Dec 24 Net New Federal Funding	Total Allotment	Total IGTs Needed	Net New Federal Funding
1		Albuquerque Fire Rescue		841	$ 1,124,117.33	$ 308,120.56	$ 815,996.77	$ 1,124,117.33	$ 308,120.56	$ 815,996.77	$ 2,248,234.67	$ 616,241.12	$ 1,631,993.55
2		Artesia Fire Department		371	$ 495,894.80	$ 135,924.77	$ 359,970.03	$ 495,894.80	$ 135,924.77	$ 359,970.03	$ 991,789.61	$ 271,849.54	$ 719,940.07
3		Bernalillo County		197	$ 263,318.80	$ 72,175.68	$ 191,143.12	$ 263,318.80	$ 72,175.68	$ 191,143.12	$ 526,637.61	$ 144,351.36	$ 382,286.25
4		City of Santa Fe Fire Department		2380	$ 3,181,211.95	$ 871,970.20	$ 2,309,241.75	$ 3,181,211.95	$ 871,970.20	$ 2,309,241.75	$ 6,362,423.91	$ 1,743,940.40	$ 4,618,483.51
5		Las Cruces Fire Department		364	$ 486,538.30	$ 133,360.15	$ 353,178.15	$ 486,538.30	$ 133,360.15	$ 353,178.15	$ 973,076.60	$ 266,720.30	$ 706,356.30
6		Sandoval County Fire Department		749	$ 1,001,146.11	$ 274,414.15	$ 726,731.96	$ 1,001,146.11	$ 274,414.15	$ 726,731.96	$ 2,002,292.23	$ 548,828.30	$ 1,453,463.93
7		Santa Fe County Fire Department		874	$ 1,168,226.57	$ 320,210.90	$ 848,015.67	$ 1,168,226.57	$ 320,210.90	$ 848,015.67	$ 2,336,453.15	$ 640,421.80	$ 1,696,031.35
		Weighted Average Cost per Transport	**$ 2,673**	**5776**	**$ 7,720,453.88**	**$ 2,116,176.41**	**$ 5,604,277.47**	**$ 7,720,453.88**	**$ 2,116,176.41**	**$ 5,604,277.47**	**$ 15,440,907.76**	**$ 4,232,352.82**	**$ 11,208,554.94**

NM FFY24 FMAP **72.59%**
State Share **27.41%**

From: DUTTON-LEYDA, TRAVIS K.
To: JOHNSON, STEN A.
Cc: LOVATO, JOANN D.
Subject: RE: MOA with NM Health Care Authority
Date: Tuesday, May 20, 2025 9:14:22 AM
Attachments: image003.png
image004.png
image006.png
image007.png



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 and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

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: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Sent: Tuesday, May 20, 2025 9:05 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: FW: MOA with NM Health Care Authority

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Sent: Friday, May 2, 2025 3:34 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>

Subject: MOA with NM Health Care Authority

Hi Travis and Joann,

I just submitted this on SharePoint. I don't have the MOA back from Legal yet but they are moving forward without changes to the MOA.
HCA is waiting on City of Santa Fe to begin this program so I am working to move this a quick as possible.
I think I recall a conversation that Travis made his determination of Exempt Purchase but I cannot find an email from you on this.

Can you please return a written determination? Also wanted you all to get your eyes on this asap. I'll send the approved MOA from Legal as soon as I get it.
The spreadsheet attached is pertinent because it shows the City's obligation to participate as well as the return back from Medicare.

As usual, call anytime if you have questions.

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

Services Offered to the City of Santa Fe (2024)

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

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

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

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

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

CITY OF SANTA FE

The Purchasing Memo

Date: May 22, 2025

Finance Committee/ Governing Body

From: Joshua Chandler, Contract Administrator

Via: Eric Candelaria, ITT Department Director/ Larry Worstell, ISD Manager

Subject: Mainline Information Systems Amendment 3

Vendor Name: Mainline Information Systems

Munis Vendor Number: 3408

ITEM AND ISSUE:

ITT Department Respectfully Requests Your Review and Approval of Amendment #3 to Solutions Agreement Item #22-0176 with Mainline Information Systems to add Additional Products, Extend the Term by One Year, and Increase the Compensation in the Total Amount of $323,605 not to Exceed $1,038,873.48 Including NMGRT. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov; Larry Worstell, ISD Manager; lfworstell@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3203279.

BACKGROUND AND SUMMARY:

The Information Technology and Telecommunications (ITT) Department bears the critical responsibility of ensuring robust security and preservation of the City's data and information assets. In today's increasingly complex digital landscape, comprehensive cybersecurity measures are essential to maintaining the integrity, confidentiality, and availability of municipal records and documentation.

Our security strategy emphasizes proactive risk management rather than reactive incident response. Through this proposed agreement, ITT will implement enterprise-grade security information and event management (SIEM) capabilities alongside continuous vulnerability assessment protocols. Additionally, we will engage Mainline Information Systems as our dedicated Security Operations Center (SOC) provider to deliver expert threat detection and response solutions.

This strategic partnership will enable real-time security monitoring, threat intelligence integration, and coordinated incident response between Mainline Information System’s specialized personnel and our internal

ITT security team. This collaborative approach strengthens our security posture while maximizing operational efficiency and cybersecurity expertise.

This document constitutes the third amendment to Solution Agreement #22-0176, extending the contract term by one full year, increasing the total compensation by $323,605, and expanding the scope to include additional product offerings.

FUNDING SOURCE:

Fund Name/Number: ITT Service of Other Dept/ 620

Munis Org Name/Number: ITT Infrastructure/ 6203650

Munis Object Name/Number: Software Subscriptions/ 530710 ($259,605.00)

FUNDING SOURCE:

Fund Name/Number: ITT Service of Other Dept/ 620

Munis Org Name/Number: ITT EAS/ 6203600

Munis Object Name/Number: Software Subscriptions/ 530710 ($61,000.00)

FUNDING SOURCE:

Fund Name/Number: ITT Service of Other Dept/ 620

Munis Org Name/Number: ITT Infrastructure/ 6203650

Munis Object Name/Number: Service Contracts/ 510310 ($3,000.00)

Budget Officer / Designee: Andy Hopkins **Date:** 05/23/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 05/23/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

Approval: Eric Candelaria Eric Candelaria (May 22, 2025 14:09 MDT) **Title:** _____ **Date:** 05/20/2025

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:

Mainline Information Systems Amendment #3 to Solutions Agreement Item#22-0176

Mainline Information Systems Amendment #2 to Solutions Agreement Item#22-0176

Mainline Information Systems Amendment #1 to Solutions Agreement Item#22-0176

Mainline Information Systems Solutions Agreement Item#22-0176

Cooperative Purchasing Agreement #21-0149

Mainline Information Systems Quote

Mainline Information Systems COI

Mainline Information Systems W9

Item#_____
Munis Contract#3203279
Original Contract Item# 22-0176
Cooperative Purchasing Agreement#: NCPA-21-0149 Contract 01-96

CITY OF SANTA FE
AMENDMENT No. 3 TO
SOLUTIONS AGREEMENT

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE SOLUTIONS AGREEMENT, dated April 20, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Arctic Wolf Networks, Inc.** (the "Contractor"). The date of this Amendment shall be the date of the last signature below.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the Solutions prescribed in proposal MIS-130280-1 attached herein.

B. Pursuant to Article 1 of the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE OF WORK

   A. Article 1 of the Contract is amended to provide additional products for the city listed on Quote# MIS-144185-1 including: Arctic Wolf MDR Data Explorer, Arctic Wolf 200 Series Sensor, Arctic Wolf Managed Security Awareness Service, Arctic Wolf Managed Security Awareness Plus Add on, and Arctic Wolf Sensor/Scanner Shipping.

2. COMPENSATION

   A. The compensation is hereby amended to increase in the total amount by Three hundred twenty-three thousand, six hundred five dollars. ($323,605).

   B. The increase in compensation brings the total amount of the agreement to One million, thirty-

eight thousand, eight hundred seventy-three dollars and forty-eight cents ($1,038,873.48).

C. The additional compensation shall be paid in equal monthly installments according to the payment schedule in the original agreement.

D. Except as specifically amended herein, all other terms and conditions of the Contract regarding compensation shall remain in full force and effect.

3. TERM

A. The term of this Agreement is hereby extended to May 31, 2026, 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. 3 to the Contract as of the date of last signature below.

CITY OF SANTA FE:

_____
ALAN WEBBER, CITY MAYOR

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CONTRACTOR:
Arctic Wolf Networks, Inc.

_____
Pablo Garfunkel (May 22, 2025 13:13 EDT)
PABLO GARFUNKEL, VP OF OPERATIONS

DATE: 05/22/2025

Registration # 136891

CITY ATTORNEY'S OFFICE:

Christoher W. Ryan

Christoher W. Ryan (May 22, 2025 11:12 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

DocuSign Envelope ID: DFD4D501-626D-465F-A352-842A1D5F3CF9

Item# 24-0348
Munis Contract# 3203279
Original Contract Item# 22-0176
SWPA/GSA/Coop/RFP/ITB #: NCPA-ITEM #21-0149 Contract 01-96

CITY OF SANTA FE
AMENDMENT No. _2_ TO SOLUTIONS AGREEMENT BETWEEN THE CITY OF SANTA FE AND ARTIC WOLF
ITEM#_22-0176

This AMENDMENT No. _2__ (the "Amendment") amends the CITY OF SANTA FE SOLUTIONS AGREEMENT, dated April 20, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Arctic Wolf Networks, 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 Solutions prescribed in proposal MIS-130280-1 attached herein.

B. Pursuant to Article 1 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.

The compensation with the Contractor is as follows:

- Original Contract signed April 20, 2022 with Quote MIS-91746-1-1 of $224,993.98;
- Amendment #1 signed May 14, 2023 with Quote MIS-105986-1 of $231,301.50 increasing the total compensation to $456,295.48; and
- Amendment #2 with Quote MIS-130280-1 of $258,973.00 for a total compensation of $715,268.48.

The City shall pay to its Authorized Party the Subscription Fees based upon fixed prices described in the attached Exhibit “2”. The total compensation under this Agreement shall not exceed $715,268.48 including gross

receipts taxes.

2. TERM:

Proposal MIS-105986-1 of the Agreement is hereby deleted in its entirety to be substituted with Proposal MIS-130280-1 in its place.

The City's Subscription Term for the Solutions shall be June 1, 2024 through May 31, 2025.

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 (May 30, 2024 15:54 MDT)

ALAN WEBBER/MAYOR

DATE: May 30, 2024

CONTRACTOR:
Arctic Wolf Networks, Inc

DocuSigned by: Andrew Hill DS BS

ANDREW HILL

CHIEF LEGAL OFFICER & GC

DATE: 4/24/2024

CRS#_____

Registration # _____

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 05/29/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 24, 2024 16:01 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

DocuSign Envelope ID: 715122FC-5F48-46AC-989C-13843BEB724D

Item# 23-0214
Munis Contract# 3203279

AMENDMENT No. 1 TO SOLUTIONS AGREEMENT BETWEEN THE CITY OF SANTA FE AND ARCTIC WOLF
ITEM# 22-0176

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE SOLUTIONS AGREEMENT, dated April 20, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Arctic Wolf Networks, 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. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Solutions prescribed in proposal MIS-105986-1 attached herein.

B. Pursuant to Article 1 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.

This Amendment No. 1 increases the amount of compensation to be paid by the City to Arctic Wolf by $231,301.50.

The City shall pay to its Authorized Party the Subscription Fees based upon fixed prices described in the attached Exhibit "2". The total compensation under this Agreement shall not exceed $457,523.76 including gross receipts taxes.

DocuSign Envelope ID: 715122FC-5F48-46AC-989C-13843BEB724D

2. TERM:

Proposal MIS-91746-1 of the Agreement is hereby deleted in its entirety to be substituted with Proposal MIS-105986-1 in its place.

The City's Subscription Term for the Solutions shall be June 1, 2023 through May 31, 2024.

3. 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: May 14, 2023

CONTRACTOR:

Docu Sign ed by: DS

Andrew Hill 5495672D469...

General Counsel

Chief Legal Officer & GC

DATE: 4/20/2023

CRS#_____

Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

GB MTG 05/10/23

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 21, 2023 09:57 MDT)

SENIOR ASSISTANT CITY ATTORNEY

DocuSign Envelope ID: 715122FC-5F48-46AC-989C-13843BEB724D

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 17:26 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org.#

SOLUTIONS AGREEMENT

This Solutions Agreement (the "***Agreement***") is a legal agreement entered into by and between the Customer identified in the signature block below ("***The City of Santa Fe***") and Arctic Wolf Networks, Inc. ("***Arctic Wolf***") and governs any order forms, quotes, or other ordering document executed by the Customer ("***Proposal Number: MIS-91746-1***") that reference this Agreement. An Order Form will be issued to Customer by an Arctic Wolf authorized partner which as of the Effective Date (defined below) is Mainline Information Systems but may be updated from time-to-time at Customer's election ("***Authorized Partner***"). This Agreement is effective on the date last executed in the signature block below (the "***Effective Date***"). This Agreement permits Customer to purchase subscriptions to the Solutions, as defined below, identified in the Order Form from its Authorized Partner and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement. If there is a conflict between the terms below, the Order Form, or the terms set forth in an URL referenced herein (such URL terms, the "***Terms***"), the documents will control in the following order: the Order Form, this Agreement, and the Terms. Any capitalized terms not otherwise defined herein will have the meaning set forth in the Solutions Terms.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope.

1.1 **Solutions.** Customer will purchase and Arctic Wolf, together with its Affiliates, will provide the specific products and services (each a "***Solution***" or collectively, "***Solutions***") as specified in the applicable Order Form. For purposes of this Agreement, ***"Affiliate"*** means any company or other enlity, which directly or indirectly controls, is controlled by or is under joint control with Arctic Wolf.

A Solution will be comprised of the following components:

	Managed Detection & Response Solution	***Managed Risk Solution***	***Managed Security Awareness / Managed Security Awareness+ Solution ("MA/MA+")***
Software	The object form of any software, including any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	The object form of any software, including any related to virtual Equipment, if applicable, any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	N/A
Equipment	Virtual appliances or physical sensors	Virtual appliances or physical scanners	N/A
Content	N/A	N/A	Online access and download rights, if licensed by Customer, to Customer learning content and Content Compliance Pack within the Administrator Dashboard and/or Content Library
Content Management Hosting Environment	N/A	N/A	Access to and use of a cloud-based learning management tool (the "Administrator Dashboard") and metrics related to the use of the Content by Customer's users
Services	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and Content modification services, all as described in the Solutions Terms (defined below)
Professional Services	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3
Platform	Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent 90-day Log Retention (unless another retention period is purchased by	Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent	N/A

	Customer and set forth on an Order Form)		

1.2 **License Grant.** The Solutions are provided on a subscription basis for a set term designated on the Order Form (each, a "***Subscription Term***") for the one-time costs and subscription fees set forth therein (the "***Fees***"). Provided Customer is in compliance with the terms of this Agreement, including payment of Fees, Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term, to the extent a component of the Solutions being licensed by Customer as set forth in Section 1.1 above, to:

(i) Install, use and access the Software,
(ii) Use the Equipment for purposes of the use of the Solutions,
(iii) Obtain and use the Services in conjunction with Customer's use of the Solutions,
(iv) Load Customer's users and associated information for delivery of Content and use of the Administrator Dashboard,
(v) Access the Customer Portal and/or Administrator Dashboard, as applicable, subject to the Privacy Notice located at https://arcticwolf.com/privacy-policy-for-customer-portal-users/, as may be updated from time-to-time in accordance with Section 13 below (the ***"Privacy Notice"***),
(vi) Access and use the Platform features and functionality,
(vii) Use Arctic Wolf Trademarks included in the Content in accordance with the Solutions Terms, and
(viii) Distribute, display, transmit, and, if licensed by Customer, download certain Content in electronic format.

Customer may access and use the Solutions, and any Documentation associated therewith, solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions and license counts, including by server, user, or such other licensing metric designated in the applicable Order Form, and the Solutions Terms found at https://arcticwolf.com/terms/solutionsterms/, as may be updated from time to time by Arctic Wolf in accordance with Section 13 herein (the ***"Solutions Terms"***). "***Documentation***" means user manuals, training materials, product descriptions and specifications, and other printed information relating to the Solution, as in effect and generally available from Arctic Wolf, but expressly excluding marketing and sales collateral and materials.

1.3 **Future Functionality.** Customer agrees that it has not relied on the promise of availability of any future functionality of the Solutions or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Arctic Wolf regarding future functionality should not be relied upon to make a purchase decision. Should Arctic Wolf offer additional optional functionality in the future that complement the Solutions, Customer may elect to subscribe to and obtain a license to the optional functionality for an additional fee.

1.4 Except as otherwise provided herein, Customer understands and agrees that the Authorized Partner may not modify this Agreement or make any commitments related to the delivery or performance of the Solutions on Arctic Wolf's behalf.

1.5 **Beta Solutions.**

1.5.1 From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf's customers ("Beta Solutions"). Customer may accept or decline any such trial in its sole discretion. Any Beta Solutions will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

1.5.2 Restrictions and Disclaimers. Beta Solutions are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Beta Solutions are not considered Solutions hereunder and are provided solely and exclusively "AS IS" with no express or implied warranty of any kind. CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA SOLUTIONS. Arctic Wolf may discontinue the Beta Solutions at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available.

1.5.3 NO DATA RETENTION. ANY DATA ENTERED INTO THE BETA SOLUTIONS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALLY AVAILABLE VERSION OF THE BETA SOLUTIONS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA SOLUTIONS.

1.5.4 LIMITED LIABILITY. ARCTIC WOLF'S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA SOLUTIONS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED $50. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA SOLUTIONS.

1.5.5. Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Solutions may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Solutions may not be available or reliable, and (c) Beta Solutions may not be subject to the same security or audits as the Solutions.

2. **Equipment.** If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) specified by Arctic Wolf and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer's environment. The Equipment is a part of the Solutions and included with the subscription to the Solutions for use by Customer during the Subscription Term. If Customer attempts to install or use the Equipment at a location other than the location determined by Customer and communicated to Arctic Wolf during onboarding or at any time thereafter, the Solutions may fail to function or may function improperly. In the event Customer installs, uses, or relocates the Equipment, Customer will promptly notify Arctic Wolf so that Equipment deployment information can be updated within Customer's account. Other than normal wear and tear, Customer is directly responsible for the replacement cost of the Equipment associated with any loss, repair, or replacement, including any other costs, damages, fees and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will

pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and for the return of the Equipment to Arctic Wolf. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Arctic Wolf or the Authorized Partner. Customer understands and agrees if the Equipment is shipped outside of the United States or Canada (or such other locations identified by Arctic Wolf), Customer is responsible for acting as the importer of record.

3. **Professional Services.** In the event Arctic Wolf and Customer agree on the delivery of Professional Services, any such Professional Services shall be specified on an Order Form and described in a statement of work which shall reference this Agreement.

4. **Reservation of Rights and Ownership.** Arctic Wolf owns or has the right to license the Solutions and any associated Documentation ("***Arctic Wolf Technology***"). Customer acknowledges and agrees that: (a) the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Arctic Wolf Technology, excluding any rights, title, and interest in any Third Party Products (as defined in Section 10.3 below) which shall be retained by its third party licensor(s), any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Solution, excluding Professional Services, is licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein) in or to the Arctic Wolf Technology; and (e) the Solution is offered as an on-line, hosted solution, and Customer has no right to obtain a copy of the Software.

5. **Restrictions, Responsibilities, and Prohibited Use.**

5.1 **Restrictions.** Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the Arctic Wolf Technology; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within Solutions, except to the extent expressly permitted by applicable law (and then only upon advance notice to Arctic Wolf); (iii) interfere with or disrupt the integrity or performance of the Solutions or the data and information contained therein or block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; (vi) unless Customer is an Authorized MSP Partner of Arctic Wolf, use the Solutions in connection with a service bureau, service provider or like activity whereby Customer operates or uses the Solutions for the benefit of a third party; or (vii) with respect to Customer's subscription to the Managed Security Awareness Solution, include material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person. Customer agrees to abide by the terms of the Acceptable Use Policy at https://arcticwolf.com/terms/acceptable-user-policy/, as may be updated from time-to-time in accordance with Section 13 below. If Arctic Wolf, in its reasonable discretion, determines that Customer's use of or access to the Solutions imposes an actual or imminent threat to the security or stability of Arctic Wolf's infrastructure or that Customer is abusing its use of the Solutions in contravention with the terms of this Agreement, Arctic Wolf may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions until such activity is rectified. If commercially practicable, Arctic Wolf shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

5.2 **Arctic Wolf Responsibilities.** Arctic Wolf shall provide the Solutions Customer subscribes to as set forth on an Order Form in accordance with the terms of this Agreement, as further described in the Solutions Terms, and the Addendum set forth as Exhibit A attached hereto and incorporated herein by reference. The Solutions provided under this Agreement shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during the Subscription Term.

5.3. **Customer Responsibilities.** Customer must identify the administrative users for its account which may include Customer's authorized (email authorization sufficient) third party service providers and agents ("***Administrators***"). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for notifying Arctic Wolf about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that Administrators will be able to view all Solutions Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators. Notwithstanding anything contrary herein, Customer understands and agrees that transmission of Solutions Data to Arctic Wolf may be impacted by in-country technical issues and requirements. Arctic Wolf will provide reasonable assistance to Customer in such instances but is not liable if the Solutions Data cannot be transmitted outside of such country. Customer understands and agrees that it will need to implement security controls to protect the Equipment and the data included therein. Customer, depending on the scope of the deployment, may be required to implement software and services to enable features of the Solutions. Customer acknowledges that any changes Customer makes to its infrastructure or the configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly and that Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Solution deployed, a Solution may consume additional CPU and memory in Customer's environment while running in production.

5.4 **Anti-corruption.** In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "***FCPA***"). Neither party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any

government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party knows or has reason to suspect or know that any. part of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations. Each party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and each party agrees to immediately notify the other party should the foregoing change during the term of this Agreement. Each party represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence).

5.5 Trade Controls. Customer understands that the Solutions may be subject to the export control, economic sanctions, customs, import, export and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, Customer's country of residence, and any other country or governmental body having jurisdiction over the parties to this Agreement ("Trade Controls"). Customer agrees not to export, re-export, provide, or transfer the Solutions outside of Customer's country of residence. Within Customer's country of residence, Customer shall ensure that the Solutions are not re-exported, provided or transferred to any person or entity listed on any restricted persons list issued by Canada or identified on the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals List or List of Consolidated Sanctions (collectively, the "Restricted Persons Lists"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Customer shall not use the Solutions (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Solutions will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by Arctic Wolf, Customer will complete and provide an end use certificate in the form requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Solutions, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls, or (iii) Arctic Wolf believes that such activity may violate any Trade Controls. If the Solutions are resold or transferred in violation of any Trade Controls or the provision of this Agreement, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such items.

6. Fees, Payment, Taxes, and Audit.

6.1 *Fees, Payment, & Taxes.* Customer will purchase the Solutions through the Authorized Partner. The Order Form containing terms related to fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. Customer will pay any owed amounts to the Authorized Partner, as agreed between Customer and Authorized Partner. Customer agrees that Arctic Wolf may suspend or terminate Customer's use of the Solutions upon ten (10) days' written notice to Customer if Arctic Wolf does not receive payment of Fees from the Authorized Partner. The amounts paid by Authorized Partner to Arctic Wolf for Customer's use of the Solutions under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Arctic Wolf's liability under Section 11. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by Arctic Wolf prior to the renewal Subscription Term.

6.2 Audit. During the term of this Agreement and for one year thereafter, Customer shall provide Arctic Wolf, or its designated representative, promptly upon request with appropriate records requested by Arctic Wolf to verify Customer's compliance with the Agreement, including specifically its license counts as set forth on an Order Form. Arctic Wolf, at its option, may require that an executive officer of Customer certify in writing to Customer's compliance with this Agreement and disclose the scope of use of the Solutions by Customer. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Subscription Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Subscription Fees in accordance with this Section 6.

7. Confidentiality. Either party (as a "***Discloser***") may disclose confidential and proprietary information, orally or in writing ("***Confidential Information***") to the other party (as a "***Recipient***"). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp or legend, shall be confidential if it would be apparent to a reasonable person that such information is confidential or proprietary. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Arctic Wolf Technology; the design and architecture of the Arctic Wolf Technology; the computer code, internal documentation, and design and functional specifications of the Arctic Wolf Technology; Arctic Wolf's security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses & memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Arctic Wolf Technology. Confidential Information of Customer may include the following:

(i) If the MA or MA+ Solution is deployed: First name, last name, corporate email address, phone number, job title, address, and organization hierarchy (collectively, "***Point of Contact Information***"); Customer's tracking metrics as described in the Solutions Terms; Customer created content; and any test response data; and

(ii) If MDR and/or MR Solutions are deployed: Point of Contact Information and Solutions Data (as defined in Section 8.1 below).

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b)

to those employees, officers, directors, agents, consultants, and advisors with a clear and well-defined "need to know" purpose who are informed of and bound by the obligations of this Agreement. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. To the extent legally required, Arctic Wolf may report any violations of law pertaining to any Customer Confidential Information and/or Customer's use of the Solutions. The Discloser agrees that the foregoing confidentiality obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 14 below, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Notice, Arctic Wolf may retain Customer's name, contact names, email address, and such other necessary contact information following termination of this Agreement for its internal business purposes.

8. Solutions Data.

8.1 Solutions Data. "***Solutions Data***" means, depending on the Solution deployed, the operational system log data and any other information provided by Customer in furtherance of its use of the Solutions and which Customer may elect to submit to Arctic Wolf through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Solutions Data (excluding any Arctic Wolf Technology used with the Solutions Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of the Solutions Data solely to the extent necessary to provide the Solutions to Customer. The location of the storage of raw Solutions Data within Arctic Wolf's third party service providers' data centers will be as set forth in the Solutions Terms. Customer understands Arctic Wolf will aggregate Solutions Data with Arctic Wolf's other data so that results are non-personally identifiable (individual identities have been removed and are not linked or reasonably linked to any individual, including via a device, or could be reasonably linked, directly or indirectly, with a particular consumer or household) and collect anonymous technical logs and data regarding Customer's use of the Solutions ("***Aggregate/Anonymous Data***"). Such Aggregate/Anonymous Data is Arctic Wolf Technology, which Arctic Wolf may use for its business purposes during or after the term of this Agreement.

8.2 Personal Information. Confidential Information may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("***Personal Information***"). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Arctic Wolf or requests Arctic Wolf collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority, and has given all required notices to individual data subjects as are required to transfer or permit Arctic Wolf to collect, receive, or access any Personal Information for the Solutions, and (3) to the extent required by applicable law, informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer's behalf and in accordance with its instructions.

8.3 European Union and United Kingdom General Data Protection Regulation. If and to the extent Customer submits to Arctic Wolf personal data (as that term is defined under the General Data Protection Regulation ("***GDPR***")) of individuals located in the European Economic Area or United Kingdom, the Arctic Wolf Data Processing Agreement available at https://arcticwolf.com/terms/dpa/, as may be updated by Arctic Wolf from time-to-time in accordance with its terms (the "***DPA***"), may be executed by Customer and upon execution and return to Arctic Wolf in accordance with its terms will be incorporated into this Agreement. It is Customer's sole responsibility to notify Arctic Wolf of requests from data subjects related to the modification, deletion, restriction and/or objection of personal data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.

8.4 California Consumer Privacy Act. The parties acknowledge and agree that Arctic Wolf is a service provider for the purposes of the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("***CCPA***") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for a business purpose. The parties agree to comply at all times with the applicable provisions of the CCPA in respect to the collection, transmission, and processing of all personal information (as defined by the CCPA) exchanged or shared pursuant to the Agreement. Arctic Wolf shall not sell any such personal information. Arctic Wolf shall not retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing the Solutions for Customer pursuant to this Agreement or as permitted by the CCPA. The terms "personal information," "service provider," "sale," and "sell" are as defined in Section 1798.140 of the CCPA. Arctic Wolf certifies that it understands the restrictions of this Section 8.4. It is Customer's sole responsibility to notify Arctic Wolf of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA with regard to personal information received or processed in connection with the Solutions. Arctic Wolf agrees to provide reasonable cooperation to Customer in connection with such requests.

8.5 Canadian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined under applicable Canadian privacy laws, being all applicable federal, and provincial laws and regulations relating to the processing, protection or privacy of personal information ("**Privacy Laws**"), of individuals located in Canada, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada), and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers.

Customer retains control of the personal information and remains solely responsible for its compliance with Privacy Laws and for the processing instructions it gives to Arctic Wolf. The Parties agree that this Agreement, together with Customer's use of the Solution in accordance with this Agreement, constitutes Customer's instructions to Arctic Wolf in relation to the processing of such personal information. Subject to Section 8.1 of this Agreement, Arctic Wolf will only process the personal information to the extent, and in such a manner, as is necessary for the performance of the Solutions. Arctic Wolf will reasonably assist Customer with meeting the Customer's compliance obligations under applicable Privacy Laws, considering the nature of Arctic Wolf's processing and the information available to Arctic Wolf.

Arctic Wolf shall:

- Comply with its obligations as a third party service provider/mandatory under applicable Privacy Laws, including by implementing appropriate technical, physical and organizational measures to safeguard the personal information;
- Periodically conduct audits of its information security controls for facilities and systems used to deliver the Solutions and make relevant audit reports available to Customer for review. The Customer will treat such audit reports as Arctic Wolf's Confidential Information;
- Within seventy-two (72) hours of discovery notify Customer of any unauthorized or unlawful access to or processing of the personal information;
- Limit access to those employees who require the personal information access to meet Arctic Wolf's obligations under this Agreement and ensure that all employees are informed of the personal information's confidential nature;
- Notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the personal information processing or to either party's compliance with Privacy Laws, and provide its full co-operation and assistance in responding to such complaint, notice or communication; and
- Upon Customer's request, provide the Customer a copy of or access to all or part of the Customer's personal information in its possession or control in the format reasonably agreed to by the parties.

9. Indemnity.

9.1 Arctic Wolf's Indemnity. Subject to Section 9.3, Arctic Wolf will defend and indemnify Customer from any unaffiliated third party claim or action to the extent based on the allegation that the Solutions infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States and Canada and Arctic Wolf will pay any settlements that Arctic Wolf agrees to in a writing signed by an authorized officer of Arctic Wolf or final judgments awarded to the third party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Solutions, or portions or components thereof, that are: (a) not provided by Arctic Wolf; (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; (c) modified other than with Arctic Wolf's express consent; (d) used after Arctic Wolf's notice to Customer of such activity's alleged or actual infringement; or (e) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 9.1 are Arctic Wolf's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

9.2 [INTENTIONALLY OMITTED]

9.3 Procedures. Arctic Wolf's indemnification obligations are conditioned on Customer: (a) providing the Arctic Wolf with prompt written notice of any claim, provided that the failure to provide such notice shall only limit Arctic Wolf's obligation to indemnify to the extent that the failure prejudices Arctic Wolf in its defense of the claim; (b) granting Arctic Wolf the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to Arctic Wolf in the defense or settlement of the claim at Arctic Wolf's expense. Notwithstanding the foregoing, Arctic Wolf (i) may not make an admission of fault on behalf of Customer without written consent, (ii) any settlement requiring Customer to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) Customer may join in the defense with its own counsel at its own expense..

9.4 Options. If Customer's use of the Solutions has become, or in Arctic Wolf's opinion is likely to become, the subject of any claim of infringement, Arctic Wolf may at its option and expense: (a) procure for Customer the right to continue using and receiving the Solutions as set forth hereunder; (b) replace or modify the Solutions to make them non-infringing; (c) substitute an equivalent for the Solutions; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

10. Warranty and Warranty Disclaimer.

10.1 Solutions Warranty. ARCTIC WOLF WARRANTS THAT DURING THE SUBSCRIPTION TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT THAT: (I) THE SOLUTIONS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL FOREIGN, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE PERFORMANCE OF THE SOLUTIONS DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION 10.1, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY, REPAIR OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE SOLUTIONS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; AND (C) THE SOLUTIONS WILL IDENTIFY OR DETECT EVERY VULNERABILITY OR SECURITY ISSUE. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY

FOR DETERMINING THAT THE USE OF THE SOLUTIONS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE SOLUTIONS.

10.2 Open Source Warranty. The Software may include Open Source Software. To the extent included in the Software, Open Source Software is governed solely by the applicable open source licensing terms, if any, and is provided "AS IS", and Arctic Wolf hereby disclaims all copyright interest in such Open Source Software. Arctic Wolf provides no warranty specifically related to any Open Source Software or any applicable Open Source Software licensing terms. Any fees paid by Customer to Arctic Wolf are for Arctic Wolf's proprietary Software only, and not for any Open Source Software components of the Software. Any license associated with an Open Source Software component applies only to that component and not to Arctic Wolf's proprietary Software or any other third-party licensed software. The foregoing language is not intended to limit Arctic Wolf's warranty obligation for the Solutions set forth in Section 10.1. "Open Source Software" means software with its source code made available pursuant to a license by which, at a minimum, the copyright holder provides anyone the rights to study, change, and/or distribute the software to anyone and for any purpose.

10.3 Third Party Product. Third Party Product (as defined in this Section 10.3) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third Party Products. To the extent required or allowed, Arctic Wolf will pass through to Customer or directly manage for the benefit of Customer's use of the Third Party Products as part of the Solutions (such decision to be made in Arctic Wolf's discretion), the manufacturer warranties related to such Third Party Products. "Third Party Product" means any non-Arctic Wolf branded products and services (including Equipment, and any operating system software included therewith) and non-Arctic Wolf-licensed software products, including Open Source Software.

10.4 Customer Warranties. Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solutions; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (iv) not violate any foreign, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Customer's performance of its obligations herein, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the U.S. Foreign Corrupt Practices Act (the ***"FCPA"***); (v) not use the Solutions and transfer any Solutions Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Solutions, including specifically, the Equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions.

11. Limitation of Liability. FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SOLUTIONS, LOST REVENUES OR PROFITS, LOSS OF SOLUTIONS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS.

12. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. The Order Form or other equivalent transaction document containing the terms related to the length of the Subscription Term and any renewal thereof, and any other related terms, as may be applicable, shall be between Customer and the Authorized Partner. Notwithstanding the foregoing, and unless otherwise set forth on an Order Form, the Subscription Term to the Solutions will automatically terminate at the end of the Subscription Term unless the parties agree to renew the Subscription prior to the expiration of the then-current Subscription Term. The term shall not exceed the maximum term permitted under NMSA 1978, sec. 13-1-150.A, including all extensions and renewals.

13. Updates. Arctic Wolf reserves the right to modify this Agreement, the Terms, and the Documentation in Arctic Wolf's sole discretion provided that changes to the Solutions Terms shall not materially decrease the Solutions features and functionalities that Customer has subscribed to during the then-current Subscription Term. Should Arctic Wolf make any modifications to the Agreement, the Terms, or Documentation, Arctic Wolf will post the amended terms on the applicable URL links and will update the ***"Last Updated Date"*** within such documents and notify Customer via the Customer Portal, Customer newsletter, https://arcticwolf.com/terms/ website, or such other written communication method implemented by Arctic Wolf from time-to-time of any such changes. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

14. Termination. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Solutions and Arctic Wolf Technology, installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Solutions Data and Confidential Information in its possession upon the earlier of (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any

Equipment within ninety (90) days following discontinuation of use of the Equipment or termination or expiration of this Agreement, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Arctic Wolf or the Authorized Partner, and Customer shall be liable for any breach of the Confidential Information, Solutions Data, and Arctic Wolf Technology contained within the Equipment. Sections 6 through 13, 14, and 15 will survive the non-renewal or termination of this Agreement.

15. Miscellaneous.

15.1 Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15). For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides herein or via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights.

15.2 Notwithstanding any other terms to the contrary contained herein, Customer grants Arctic Wolf the right to use Customer's name or logo in customer lists, marketing materials, and verbal discussions with prospective customers to communicate that Customer uses the Solutions. If Arctic Wolf intends to disclose information about Customer's purchase(s) (such as dollar amount of sale or project objectives) in conjunction with the use of Customer's name or logo, Arctic Wolf will obtain Customer's prior written or email approval.

15.3 The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Arctic Wolf shall be primarily liable for the obligations of its Affiliates and any subcontractors used in the delivery of the Solutions.

15.4 This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign, subcontract, delegate or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment, subcontract, delegation or other transfer in violation of the foregoing shall be null and void. No such assignment, subcontract, delegation or other transfer shall relieve the assigning party of any of its obligations hereunder.

15.5 The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. This Agreement shall be governed in accordance with Exhibit A.

15.6 [INTENTIONALLY OMITTED]

15.7 No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

15.8 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

15.9 This Agreement (including the exhibits hereto, if any, and any BAA (as defined in Section 15.10 below)) constitutes the parties' entire agreement by and between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party.

15.10 In the event that Arctic Wolf receives personal healthcare information in the delivery of the Solutions, the parties agree to comply with the Business Associate Addendum (***"BAA"***) located at https://arcticwolf.com/terms/business-associate-addendum/ or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties have entered into a BAA or equivalent agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.

15.11 The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

15.12 The parties have agreed that this Agreement as well as any notice, document or instrument relating to it be drawn up in English only; *les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.*

15.13 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. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the Effective Date.

Arctic Wolf Networks, Inc.:	**Customer:** City of Santa Fe
Signed: DocuSigned by: Nick Schneider C40B886A038B480... DS	**Signed:** AMW
Name: Nick Schneider	**Name:** Alan Webber
Title: President & CEO	**Title:** Mayor
Date: 3/15/2022	**Date:**
Notice Address: PO Box 46390 Eden Prairie, MN 55344 Attn: General Counsel legal@arcticwolf.com	**Notice Address:**

Exhibit A
ADDENDUM

This Addendum incorporates the additional terms and conditions in the Solutions Agreement (the "Agreement") between Arctic Wolf Networks, Inc. ("*Arctic Wolf*") and the CITY OF SANTA FE (CUSTOMER) to which this Addendum is attached as Exhibit A and incorporated therein by reference.

INDEMNIFICATION

Subject to Section 11 of the Agreement, ARCTIC WOLF shall indemnify, hold harmless and defend CUSTOMER from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from ARCTIC WOLF's performance under this Agreement as well as the performance of ARCTIC WOLF's employees, agents, representatives and subcontractors.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CUSTOMER 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. CUSTOMER 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.

APPLICABLE LAW; CHOICE OF LAW; VENUE

ARCTIC WOLF shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of CUSTOMER. In any action, suit or legal dispute arising from this Agreement, ARCTIC WOLF 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 or state 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.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by CUSTOMER for the performance of this Agreement. If sufficient appropriations and authorization are not made by CUSTOMER, this Agreement shall terminate at the end of any prepaid annual Subscription Term upon written notice being given by CUSTOMER to ARCTIC WOLF. The CUSTOMER's decision as to whether sufficient appropriations are available shall be accepted by ARCTIC WOLF and shall be final.

RELEASE

ARCTIC WOLF, solely to the extent required by law, releases the CUSTOMER, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Each party agrees not to purport to bind the other party to any obligation not assumed herein by such party unless a party has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

ARCTIC WOLF shall maintain all insurance typically carried by businesses of its type and shall, upon request by CUSTOMER, provide a certificate of insurance reflecting such coverage. At a minimum, Arctic Wolf agrees to maintain the following insurance levels per occurrence: Worker's Compensation and Employers' Liability at $1,000,000 (or, if greater, in compliance with statutory requirements), Commercial General Liability at $1,000,000, Errors & Omissions (Professional Liability, including Cyber) Coverage in an amount no less than $2,000,000, and Umbrella Liability at $2,000,000..

THIRD PARTY BENEFICIARIES

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 CUSTOMER and ARCTIC WOLF. 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.

SEVERABILITY

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.

Signature Lines required:

City of Santa Fe (Customer):

Alan Webber, City Mayor

Date: Apr 20, 2022

ARCTIC WOLF NETWORKS, INC.:

DocuSigned by: Nick Schneider C40BB85A0363489...

Name & Title Nick Schneider President & CEO DS

Date: 3/15/2022

Attest:

Kristine Bustos Mihelcic, City Clerk

GB MTG 04/13/2022

City Attorney's Office:

Marcos Martinez

Senior Assistant City Attorney

Approved for Finances:

Mary McCoy

Mary McCoy, Finance Director

National Cooperative Purchasing Alliance

Master Intergovernmental Cooperative Purchasing Agreement

This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement incorporates the additional terms and conditions in the addendum between NCPA and the City of Santa Fe.

This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

Participating Agency

By _____
Authorized Signature

Mayor
Title

Apr 26, 2021
Date

Fran Dunaway
Contact Person

Cheif Procurement Officer
Title of Contact

200 Lincoln Ave
Street Address

Santa Fe, NM 87501
City, State Zip

505-955-6432
Contact's Telephone Number

purchasing@santafenm.gov
Email Address

National Cooperative Purchasing Alliance

By Jonathan Applegate
Jonathan Applegate (Apr 16, 2021 15:52 CDT)
Authorized Signature

Director, Operations
Title

Apr 16, 2021
Date

Jonathan Applegate
Contact Person

832-477-3475
Telephone Number

japplegate@ncpa.us
Email Address

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: Apr 26, 2021

NCPA

Jonathan Applegate
Jonathan Applegate (Apr 16, 2021 15:52 CDT)

NAME

DATE: Apr 16, 2021

ATTEST:

Kristine Mihelcic (Apr 26, 2021 22:18 MDT)

KRISTINE BUSTOS MIHELCIC, CITY CLERK

GB Mtg 04/14/2021

CITY ATTORNEY'S OFFICE: GC

Marcos Martinez
Marcos Martinez (Apr 15, 2021 09:13 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary Mccoy

MARY MCCOY, FINANCE DIRECTOR

ADDENDUM BETWEEN NCPA AND CITY OF SANTA FE

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 NCPA. The City's decision as to whether sufficient appropriations are available shall be accepted by the NCPA and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the NCPA 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.

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.

City of Santa Fe - Arctic Wolf

Proposal Number: MIS-144185-1 valid through 5/16/2025

Date: 3/25/2025

Prepared for:
John Lucero
ITT Chief Information Security Officer
City of Santa Fe
(505) 795-2349
jmlucero@santafenm.gov

Prepared by:
Doug Bench
Account Executive
Mainline Information Systems, LLC
(505) 994-0680
doug.bench@mainline.com

CONFIDENTIAL
PLEASE NOTE: This Proposal contains system configuration, pricing, and other business information that has been developed by Mainline Information Systems, LLC using proprietary methodologies designed to provide optimal solutions to your firm's business needs as you have expressed them to us. The information contained herein is therefore confidential in nature and is to be treated as your firm would treat its own confidential information and not disclosed to any employee of your firm not having a need to know or anyone who is not an employee of your firm without our express written permission.

Mainline

City of Santa Fe - Arctic Wolf (MIS-144185-1-6)

Product Code	Product Name	Qty	Extended List	Contract Price	Unit Sales	Extended Sales
AW-TOTAL-USER-GOLD	Arctic Wolf Total User License - Gold (MDR, MR, MA, IRJS) Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	500	$175,500.00	$343.98	$218.01	$109,005.00
AW-TOTAL-SERVER-GOLD	Arctic Wolf Total Server License - Gold (MDR, MR, MA, IRJS) Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	325	$104,325.00	$314.58	$200.66	$65,214.50
AW-MDR-1YR	Arctic Wolf MDR Log Retention - 1 year Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	825	$11,880.00	$14.11	$9.33	$7,697.25

Product Code	Product Name	Qty	Extended List	Contract Price	Unit Sales	Extended Sales
AW-MDR-EXPLR	Arctic Wolf MDR Data Explorer Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	825	$24,750.00	$29.40	$18.81	$15,518.25
AW-MDR-2XX-S	Arctic Wolf 200 Series Sensor Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	5	$15,000.00	$2,940.00	$2,099.58	$10,497.90
AW-MDR-10XX-S-10GF	Arctic Wolf 1000 Series Sensor - 4 x 10G Multi-Mode Fiber LC Connectors with Bypass Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	4	$48,000.00	$11,760.00	$8,423.08	$33,692.32
AW-MDR-O365	Arctic Wolf MDR Office 365 user license Product stocked by manufacturer. Delivery times	1,800	$40,500.00	$22.05	$15.74	$28,332.00

Product Code	Product Name	Qty	Extended List	Contract Price	Unit Sales	Extended Sales
	vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00					
AW-MDR-LTDUSER	Arctic Wolf MDR limited user license Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	900	$18,000.00	$19.60	$11.34	$10,206.00
AW-MSAT-MA	Arctic Wolf Managed Security Awareness Service Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	900	$27,000.00	$29.40	$18.63	$16,767.00
AW-MSAT-MAP-ADDON	Arctic Wolf Managed Security Awareness Plus Add On Product stocked by manufacturer. Delivery times vary. Country of Origin: (None)	1,400	$16,800.00	$11.76	$7.46	$10,444.00

Product Code	Product Name	Qty	Extended List	Contract Price	Unit Sales	Extended Sales
	Weight: 0.00 Dim Weight: 0.00					
AW-MSAT-CCP	Arctic Wolf Compliance Content Pack Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	1,400	$16,800.00	$11.76	$7.78	$10,892.00
AW-CTI-TIPLUS	Arctic Wolf Threat Intelligence Plus Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	1	$6,400.00	$6,272.00	$4,978.78	$4,978.78
AW-WARRANTY-750	Arctic Wolf Security Operations Warranty - $750k (Enrollment Required) Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	1	$0.01	N/A	N/C	N/C

Product Code	Product Name	Qty	Extended List	Contract Price	Unit Sales	Extended Sales
AW-PLATFORM-BASE	Arctic Wolf Aurora Platform Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	1	$15,000.00	$14,700.00	N/C	N/C
AW-SHP	Arctic Wolf Sensor/Scanner Shipping Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	3	$360.00	N/A	$120.00	$360.00
	Grand Total		**$520,315.01**			**$323,605.00**

This proposal is for budgetary and planning purposes only and cannot be executed

Terms & Conditions for Proposal Number: MIS-144185-1

Mainline is offering these products as a Reseller under the Promark NCPA Advanced Technology Solutions Aggregator Contract 01-169, an OMNIA Partners contract. The NCPA Contract terms and conditions govern purchases under this contract. Please include reference to Promark NCPA Contract 01-169 and the Mainline proposal number on the Purchase Order to Mainline.

Price is valid through 5/16/2025 and subject to applicable taxes.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2024

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
Newfront Insurance Services
777 Mariners Island Blvd Suite 250
San Mateo, CA 94404

www.newfront.com

CONTACT NAME: Cert Request
PHONE (A/C, No, Ext): 650-488-8565 **FAX (A/C, No):**
E-MAIL ADDRESS: TechCertRequest@newfront.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee and Liability Ins Co	26247
INSURER C : Liberty Surplus Insurance Corporation	10725
INSURER D : Endurance American Specialty Ins Co	41718
INSURER E : National Union Fire Ins Co Pittsburgh PA	19445
INSURER F : Standard Fire Insurance Company	19070

INSURED
Arctic Wolf Networks, Inc.
8939 Columbine Road
Eden Prairie MN 55347

COVERAGES **CERTIFICATE NUMBER:** 81744071 **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:			CPO 6029616 - 01	9/1/2024	9/1/2025	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 $ 1,000,000 $ 15,000 $ 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			CPO 6029616 - 01	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			AUC 6003523 - 01	9/1/2024	9/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
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		WC 6003520 - 02	9/1/2024	9/1/2025	✓ 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	Errors & Omissions/Cyber			EO5NACTZNM002	9/1/2024	9/1/2025	E&O/Cyber Limit: $3,000,000	
D	Errors & Omissions/Cyber - Excess			MTE9046549 01	9/1/2024	9/1/2025	Excess Limit: $5,000,000	
E	Crime			01-481-68-64	8/17/2024	8/17/2025	Crime Limit: $5,000,000	

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

RE: Evidence of Insurance.

CERTIFICATE HOLDER

Evidence Only

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



Rod Sockolov

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DocuSign Envelope ID: C11C4F5A-7FFE-457B-B1BF-9EDE2DC8A0A0

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.)

Arctic Wolf Networks, 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)

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.

8939 Columbine Road, Suite 150

6 City, state, and ZIP code

Eden Prairie, MN 55347

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

4	5	–	5	0	7	8	1	1	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	DocuSigned by: Aaron Boynton 62BF24D4ED7C449...	**Date** 4/24/2024

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

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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).

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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).

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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.

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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.

DocuSign Envelope ID: C11C4F5A-7FFE-457B-B1BF-9EDE2DC8A0A0

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.

CITY OF SANTA FE

Date: **May 20, 2025**

To: **Governing Body, Finance, Public Works, and Utilities Committees**

Via: **James Harris, Airport Director** JH
James Garduno, Project Manager

From: **Sebastian Gallegos, Airport Project Administrator**

Subject: **Terminal Ramp Reconstruction, Amendment #1**

Vendor Name: **Vital Consulting Group, LLC.**

Vendor Number: **5092**

ITEM AND ISSUE:
Request for the approval of Amendment #1 for Construction Contract# 3250179 to increase the total amount of this contract by $322,018.62, bring the total cost to $7,504,116.67 including NMGRT, to complete a 2 phased demolition and reconstruction of the Terminal Ramp at the Santa Fe Regional Airport and to include the work as defined by Exhibit "A-D".; Sebastian Gallegos, Project Administrator, sfgallegos@santafenm.gov, 505-695-3538, James Harris, Airport Manager, jcharris@santafenm.gov, 505-955-2901

Action Requested: Approval of this construction contract for the Santa Fe Regional Airport.

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport has annual inspections by the Federal Aviation Administration (FAA). The terminal ramp was found by the FAA to have deficiencies with the structure and drainage.
This project will consist of:

- Reconstruction of the aircraft parking ramp adjacent to the existing Terminal Building.
- Addition of 1 new parking ramp.
- Reconstruction of this Terminal Ramp's storm drain system.
- Repainting the pavement markings of the Terminal Ramp.
- Removing and resetting airport security fencing adjacent to the ramp reconstruction location.

Molzen Corbin is the airport's A&E, they have provided the plans that meet all FAA regulations.

The airport posted ITB #25012 for the reconstruction of the ramp, Vital Consulting Group (VCG) was selected as the awarded vendor. This Contract will allow Vital Consulting Group to supply a site

survey, drawings, rigging, and as built drawings, alongside general contracting and subcontracting for demolition and reconstruction, and ensuring that timelines and milestones are met accordingly. This project will not cause any closures of the airport.

Amendment #1 will include the Scope of work as described in Attached EXHIBIT "A-D"

PROCUREMENT METHOD:
This work is being procured via ITB using FAA grant funding, the remainder amount will be procured via an NMDOT Grant

Chief Procurement Officer Approval: _____ **Date:** 05/20/2025
Comment/Exceptions: NMSA 1978, Section 13-1-102

Supporting Information:

CONTRACT NUMBER: 3250179
The FY24 Munis contract number is 3250179

The funding source is:
Fund Name/Number: 545AIRPORT
Munis Org Name/Number: 5450407 / AIRPORT CIP
Munis Object Name/Number: 572970 / WIP CONSTRUCTION

If the project is grant funded? List grant award number*:* *3-35-0037-065-2024*

Grant Manager / Accounting Officer Approval: ERIKA LUJAN **Date:** 05/20/2025
Comment/Exceptions: _____
ERIKA LUJAN (May 20, 2025 17:08 MDT)

Project Ledger #: AIR2554506

Budget Officer Approval: Andy Hopkins **Date:** 05/20/2025
Comment/Exceptions: _____

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

☐ Yes | ☒ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

☐ Yes | ☒ No
If yes -> ☐Repair | ☒ Replacement

Please explain: _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☒ Yes | ☐ No

Project Ledger #: AIR2554506

Anticipated length of project: **1 year**

Asset Manager Approval: Josie Bolden **Date:** 05/22/2025
Comment/Exceptions:

Department Approvals:
IT Components: ☐ **Yes |** ☒ **No**
Vehicles: ☐ **Yes |** ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes |** ☒ **No**

Approval:_____ **Title:**_____ **Date**:_____
Approval:_____ **Title:**_____ **Date**:_____
Comment & Exceptions:_____

Department Contract Administrator Contact Info:

ATTACHMENTS:
CPO Service Determination Email
Procurement document: ITB
Vendor's Bid (Note:
Certificate of Liability Insurance (COI)
Original contract packet (with previous contract amendments)

Item#_____
Munis Contract #3250179
Original Contract Item #25-0012
ITB #: 25012

CITY OF SANTA FE
AMENDMENT No. 1 TO
CONSTRUCTION CONTRACT
ITEM# 25-0012

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated January 22, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Vital Consulting Group, 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 terminal ramp reconstruction to the Santa Fe Municipal Airport.

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 add Exhibits A, B, C, and D hereto, so that Article 1 reads as follows:

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for Terminal Ramp Reconstruction. (Bid Number 25012), including but not limited to reconstruction of the aircraft parking ramp adjacent to the existing Terminal Building, reconstruction of this Terminal Ramp's storm drain system, repainting the pavement

markings of the Terminal Ramp, and removing and resetting airport security fencing adjacent to the ramp reconstruction location as described in the Contract Documents to include Exhibits A, B, C, and D.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

2. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of $322,018.62 so that Article 2, paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Contract including gross receipts tax and expenses, shall not exceed seven million, five-hundred and four thousand, one-hundred and sixteen dollars, and sixty-seven cents ($7,504,116.67). 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 Option B	$ 6,638,565.50
Gross Receipts Tax (8.1875%)	$ 543,532.55
Total Base Option B (w/NMGRT)	$ 7,182,098.05
Change Order #1	$ 297,648.64
Gross Receipts Tax on Change Order: #1:	$ 24,369.98
Change Order #1 (w/NMGRT)	$ 322,018.67
Amended Total	$ 7,504,116.67

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed seven million five hundred and four thousand one-hundred and sixteen dollars and sixty seven cents ($7,504,116.67) 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.

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seven million five hundred and four thousand one-hundred and sixteen dollars and sixty seven cents ($7,504,116.67in (FY24) through (FY28). The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling seven million, one hundred and forty-five thousand, eight hundred and seventeen dollars and thirty-seven cents ($7,182,098.05) shall be paid by the City to the Contractor.

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:
Vital Consulting Group, LLC.

_____
VINCENT MARTINEZ, PRESIDENT/MANAGING MEMBER

DATE: 05/19/2025
CRS# 03-206732-00-1

Registration # _____

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (May 19, 2025 14:18 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

SANTA FE REGIONAL AIRPORT
CHANGE ORDER FORM

CONTRACT CHANGE ORDER NO: One (1) **DATE:** 4/9/2025

CONTRACT IDENTITY: Santa Fe Regional Airport Terminal Apron Reconstruction
AIP 3-35-0037-065-2024; NMDOT AD SAF-25-03

CONTRACTOR: Vital Consulting Group, LLC **ADDRESS:** Post Office Box 94778
Albuquerque, NM 87199

DESCRIPTION AND REASON FOR CHANGES: Revised contractor CSPP costs, Changes to Work for pedestrian access to FBOs. Badging cost changes. Contract time changes to accommodate revised CSPP.

REVISED CONTRACT AMOUNT

1.	Original Contract Amount (Including NMGRT)	7,182,098.05
2.	Current Contract Amount Including all Previously Approved Change Orders	7,182,098.05
3.	Amount of This Change Order (incl. GRT)	322,018.62
4.	Total Revised Contract Amount Including This Change Order	7,504,116.67

REVISED CONTRACT TIME

1.	Original Contract Time (Calendar)	150 Days
2.	Current Contract Time Allowed Including All Previous Revisions (Calendar)	150 Days
3.	Contract Time Revision This Change Order (Increase/Decrease) (Calendar)	102 Days
4.	Total Revised Contract Time Including This Change Order (Calendar)	252 Days
5.	Original Contract Completion Date	9/18/2025
6.	Revised Contract Completion Date Including This change Order	12/29/2025
7.		

APPROVED:

Contractor	April 10, 2025 Date
Engineer	04/14/2025 Date
Owner	Date
Other	Date

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	CURRENT		ADJUSTED		ADJUSTMENTS		CHANGE
				ESTIM. QUANT.	UNIT PRICE	ESTIM. QUANT.	UNIT PRICE	ESTIM. QUANT.	UNIT PRICE	
1	C-105	Mobilization, Complete	LS	1	575,000.00	1	575,000.00	-	575,000.00	-
2	CSPP	Airport Safety and Security, Complete	LS	1	237,000.00	1	509,035.66	-	509,035.66	272,035.66
3	P-101	Sawcut existing pavement, Complete	LF	2,610	5.25	2,610	5.25	-	5.25	-
4	P-152	Unclassified Excavation, Complete	CY	2,700	17.00	2,700	17.00	-	17.00	-
5	P-152	Unclassified Excavation, Removal and Replacement of Unsuitable Material, Complete in Place	CY	10,000	42.00	10,000	42.00	-	42.00	-
6	C-102	Temporary Pollution/Erosion Control	LS	1	77,875.00	1	77,875.00	-	77,875.00	-
7	P-101	Bituminous Pavement Removal, 4" to 6" Depth, Stockpiling On-Airport, Complete	SY	10,730	9.00	10,730	9.00	-	9.00	-
8	P-101	Removal and Disposal of Existing PCCP, Complete	SY	11,130	30.00	11,130	30.00	-	30.00	-
9	P-152	Subgrade Preparation	SY	21,900	5.50	21,900	5.50	-	5.50	-
10	P-209	Crushed Aggregate Base Course, CIP	CY	3,900	120.00	3,900	120.00	-	120.00	-
11	P-304	Concrete-Treated Base Course, 5", Complete in Place with Bond-Breaking Materials incidental to this item	SY	20,530	47.00	20,530	47.00	-	47.00	-
12	P-501	Portland Cement Concrete Pavement, 10" Thickness, Complete	SY	20,530	127.00	20,530	127.00	-	127.00	-
13	P-401	Bituminous Surface Course, 5", Complete in Place, DOT Mix Design in locations adjacent to existing structures	TON	317	240.00	317	240.00	-	240.00	-
14	P-602	Bituminous Prime Coat	GAL	400	8.00	400	8.00	-	8.00	-
15	P-603	Bituminous Tack Coat	GAL	100	8.00	100	8.00	-	8.00	-
16	P-620	Airfield Marking, Complete in Place	SF	4,200	2.80	4,200	2.80	-	2.80	-
17	P-101, D-701	Remove Existing Drop Inlet and Grate, Install New Drop Inlet with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	3	28,750.00	3	28,750.00	-	28,750.00	-
18	D-701	New Drop Inlet, with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	1	26,750.00	1	26,750.00	-	26,750.00	-
19	D-701	24" Storm Drain Pipe, Complete in Place	LF	790	170.00	790	170.00	-	170.00	-
20	F-162	Remove Automatic Security Fence Gate Pedestal Keypad and Associated Bollards, and Reinstall Keypad at the same location, CIP, including all electrical connections to make Gate systems whole.	LS	1	37,275.00	1	37,275.00	-	37,275.00	-
21		Remove and Salvage Exiting Concrete Parking Bumper and Reinstall at the same location after paving operations are complete, CIP.	EA	1	100.00	1	100.00	-	100.00	-
22		Install Protection Bollards, CIP.	EA	3	600.00	3	600.00	-	600.00	-
23	GP's	Construction Staking, Complete	LS	1	109,500.00	1	109,500.00	-	109,500.00	-
24	C-105	Contractor Quality Control Testing, Complete	LS	1	155,500.00	1	155,500.00	-	155,500.00	-
25	P-101, D-701	Remove Existing Storm Drain all sizes including necessary trenching and additional excavation, Complete.	LF	812	39.00	812	39.00	-	39.00	-
26	P-101, D-701	Remove Existing Storm Drain Manhole, Complete	EA	1	2,350.00	1	2,350.00	-	2,350.00	-
27		Remove and Dispose of Existing Electrical Junction Box. Install new Electrical Junction Box at the same location, adjusted to new pavement grade, CIP.	EA	1	615.00	1	615.00	-	615.00	-
28	P-501, P-304, P-209, P-152, P-101	Additional Labor Costs for PCCP Paving, Concrete-Treated Base Course, Aggregate Base Course, Subgrade Preparation, and Grading due to changes in the CSPP.	LS			1	25,612.98	1.00	25,612.98	25,612.98
		Subtotal								297,648.64
		NMGRT	%		8.1875					24,369.98
		Total Change Order								322,018.62

CONTRACT TIME

Original Contract Start Date	4/21/2025	
Construction Time	150	calendar da
Original Contract End Date	9/18/2025	
Additional Time for		
for Change Order Work	102	calendar da
New Completion Date	12/29/2025	

Change Order Justification

Change Order #1
At the Pre-Construction Conference, pedestrian access from the Ramp doors of the FBOs was a concern with the as-bid CSPP. After issuance of the NRA notifications by the FAA, the contractor requested a change to the contract for the additional labor and machine costs for the placement of the small areas of the Terminal Apron which are adjacent to the FBOs, the cost of the low-profile barricades and their placement, the additional labor costs of the added flagging personnel, and the additional costs of badging which increased after the bid. The additional labor and machinery required for the placement of the small concrete areas was placed in the additional item #28, while the other proposed costs were added to the existing lump sum CSPP item, item #2. Note that the additional Low-Profile Barricades purchased (140 of them) are to become property of Santa Fe Regional Airport after the end of the project.

GALLEGOS, SEBASTIAN F.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Tuesday, July 16, 2024 12:41 PM
To: GALLEGOS, SEBASTIAN F.
Cc: GARDUNO, JAMES D.; Purchasing DET
Subject: RE: Determination request

Hi, this is construction.

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

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

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

From: GALLEGOS, SEBASTIAN F. <sfgallegos@santafenm.gov>
Sent: Monday, July 15, 2024 3:50 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: GARDUNO, JAMES D. <jdgarduno@santafenm.gov>
Subject: Determination request

Good afternoon Travis,

I would like to request a determination for the new construction of the Santa Fe Regional Airport's New Lighting Vault Project, this Vault will house all the necessary equipment to supply power to ensure and maintain proper lighting on the airfield. Attached are all the documentation MolzenCorbin provided for us, and below is the Scope of Work:

The City of Santa Fe wishes to establish a price agreement contract for the Santa Fe Municipal Airport New Airport Electrical Vault. This procurement will be based on unit price basis. The Scope of Bids further defined in the unit price Bid schedule and the Construction Drawings. The Contractor shall be

responsible for adherence to the Contract Documents Specifications, and approved directives and Change Orders.

- The Contractor Shall be responsible for the construction of the new Electrical lighting vault.
- The Contractor shall be responsible for State CID requirements and permit.
- The Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions submitting a Bid.
- The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Thank you,
Sebastian Gallegos
Project Administrator
Santa Fe Regional Airport
121 Aviation Dr. Santa Fe, NM 87507
sfgallegos@santafenm.gov
Cell 505-695-3538
Office

SANTA FE
REGIONAL AIRPORT

CITY OF SANTA FE

INVITATION TO BID

Santa Fe Regional Airport
Terminal Ramp Reconstruction

BID# 25012

Commodity Codes: 91310 91339 91345

BIDS DUE: August 20, 2024 @ 2:00 P.M. (MST)

PURCHASING DIVISION
CITY OF SANTA FE
By Electronic Submittal Only To:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

A.5 Bid Form

EXCEPTIONS TO SPECIFICATIONS

See Procurement and Contracting Requirements.

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

Vital Consulting Group, LLC

315 5th St NW, Albuquerque, NM 87102

505-369-0623

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed: 150 Calendar days.

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

Vital Consulting Group, LLC
Firm

315 5th St NW, Albuquerque, NM 87102
Address

Authorized Signature

Vincent R. Martinez
Print Name

Managing Member
Position

505-369-0623
Phone Number

505-349-4640
Fax Number

08/23/2024
DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): L0556831856

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

A.6 Bid Submittal

NAME Vital Consulting Group, LLC

ADDRESS 315 5th St NW, Albuquerque, NM 87102

To the City of Santa Fe, State of New Mexico, Owner:

The undersigned proposes to furnish and deliver all the material and to do all the work and labor required in the construction of the Terminal Apron Reconstruction , City of Santa Fe in Santa Fe County, State of New Mexico, according to the plans and specifications therefor and at the prices named and shown on the Bid Form.

The undersigned declares that the only person or parties interested in the bid submittal as principals are those named herein; that the bid submittal is made without collusion with any person, firm or corporation; that he/she has carefully examined the specifications, including special provisions, if any, and that he/she has made a personal examination of the site of the work, that he/she is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that he/she understands that the quantities are approximate only and subject to increase or decrease, and that he/she is willing to perform any increased or decreased quantities of work at unit price bid.

The undersigned hereby agrees to execute and deliver the Construction Agreement and required bonds within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after receiving notification of the acceptance of this bid submittal, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the City of Santa Fe as liquidated damages, and the said City of Santa Fe may proceed to award the contract to others.

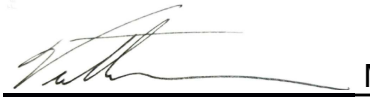
We hereby agree to commence the work within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after notification to proceed, and to complete all the work in one hundred fifty (150) calendar days.

Substantial completion of the work shall mean completion and ready for acceptance of all work related to clearing, earthwork, traffic signal improvements, paving, concrete curb and gutter, sidewalk, wheelchair ramps, drivepads, traffic control, permanent signing and striping, subgrade prep, and base course.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of 100% of the Contract amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the City of Santa Fe from any damage or loss of which the City of Santa Fe may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his/her agents or employees, or by or on account of any act or omission of said Contractor, his/her servants, agents or employees, in performance of this contract.

1. The undersigned proposes to guarantee all work performed under these Plans, Specifications, and Contract for one year after acceptance by the City and repair and maintain same until the date of acceptance by the City of Santa Fe.

2. The undersigned tenders herewith, as a bid guaranty, for which receipt has been given, a certified check or bid bond in the amount of Five Percent of the Total Amount Bid (5%) Dollars $--------- drawn to the order of the City of Santa Fe.



Managing Member
Signature-Title

(Corporate Seal)
Corporate Name: Vital Consulting Group, LLC

315 5th St NW, Albuquerque, NM 87102
Address

(Names of individual members of firms or names and titles of all officers of Corporation.) Vincent R. Martinez - Managing Member

Corporation organized under the laws of the State of New Mexico

376040; GF01, GF02, GF03, GF04,GF05, GF09, GA01, GA02, GA03, GA05, GB98
New Mexico Contractor's License No. and type.

002547520121019
New Mexico Dept. of Labor Registration No.

Note: Subcontractor Labor and Industrial Division Enforcement Fund Registration Number, on work over $50,000 must be listed on Subcontractor Listing.

A.7 Bid Form

CITY OF SANTA FE
CONTRACTING AGENCY AND OWNER

FROM: Vital Consulting Group, LLC

hereinafter called "Bidder".

TO: City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504

hereinafter called "CONTRACTING AGENCY",

Bid For: Santa Fe Regional Airport Terminal Apron Reconstruction

ITB No. 25012

1. The bidders have familiarized themselves with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

- Advertisement for Bids
- Instructions For Bidders
- Bid Submittal and other required bid forms as listed herein
- Agreement
- Form of Performance Bond
- Form of Labor and Material Payment Bond
- Technical Specifications
- Everything else included in the Project Manual and the Drawings.

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed documents.

Bidder agrees to perform all of the improvements described in the specifications and shown on the plans for the following unit prices:

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Base Option A - PCCP Terminal Apron with HMA Base Course						
1	C-105	Mobilization, Complete	LS	1	$585,250.00	$585,250.00
2	CSPP	Airport Safety and Security, Complete	LS	1	$237,000.00	$237,000.00
3	P-101	Sawcut existing pavement, Complete	LF	2,610	$5.25	$13,702.50
4	P-152	Unclassified Excavation, Complete	CY	2,700	$17.00	$45,900.00
5	P-152	Unclassified Excavation, Removal and Replacement of Unsuitable Material, Complete in Place	CY	10,000	$42.00	$420,000.00
6	C-102	Temporary Pollution/Erosion Control	LS	1	$77,875.00	$77,875.00
7	P-101	Bituminous Pavement Removal, 4" to 6" Depth, Stockpiling On-Airport, Complete	SY	10,730	$9.00	$96,570.00
8	P-101	Removal and Disposal of Existing PCCP, Complete	SY	11,130	$30.00	$333,900.00
9	P-152	Subgrade Preparation	SY	21,900	$6.20	$135,780.00
10	P-209	Crushed Aggregate Base Course, CIP	CY	3,900	$165.00	$643,500.00
11	P-403	Bituminous Base Course, 5", Complete in Place	TON	6,159	$235.00	$1,447,365.00
12	P-501	Portland Cement Concrete Pavement, 10" Thickness, Complete	SY	20,530	$127.00	$2,607,310.00
13	P-401	Bituminous Surface Course, 5", Complete in Place	TON	317	$558.00	$176,886.00
14	P-602	Bituminous Prime Coat	GAL	6,560	$8.00	$52,480.00
15	P-603	Bituminous Tack Coat	GAL	1,530	$8.00	$12,240.00
16	P-620	Airfield Marking, Complete in Place	SF	4,200	$2.80	$11,760.00
17	P-101, D-701	Remove Existing Drop Inlet and Grate, Install New Drop Inlet with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	3	$28,750.00	$86,250.00

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
18	D-701	New Drop Inlet, with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	1	$26,750.00	$26,750.00
19	D-701	24" Storm Drain Pipe, Complete in Place	LF	790	170.00	$134,300.00
20	F-162	Remove Automatic Security Fence Gate Pedestal Keypad and Associated Bollards, and Reinstall Keypad at the same location, CIP, including all electrical connections to make Gate systems whole.	LS	1	$37,275.00	$37,275.00
21		Remove and Salvage Exiting Concrete Parking Bumper and Reinstall at the same location after paving operations are complete, CIP.	EA	1	$100.00	$100.00
22		Install Protection Bollards, CIP.	EA	3	$600.00	$1,800.00
23	GP's	Construction Staking, Complete	LS	1	$109,500.00	$109,500.00
24	C-105	Contractor Quality Control Testing, Complete	LS	1	$155,500.00	$155,500.00
25	P-101, D-701	Remove Existing Storm Drain, all sizes, including necessary trenching and additional excavation, Complete.	LF	812	$ 39.00	$ 31,668.00
26	P-101, D-701	Remove Existing Storm Drain Manhole, Complete	EA	1	$2,350.00	$2,350.00
27		Remove and Dispose of Existing Electrical Junction Box. Install new Electrical Junction Box at the same location, adjusted to new pavement grade, CIP.	EA	1.00	$615.00	$615.00
					Subtotal Base Option A:	$ 7,483,626.50
					New Mexico Gross Receipts Tax (NMGRT) @ 8.1875%:	$ 612,721.92
					Total Base Option A w/ NMGRT:	**$** 8,096,348.42
Deductive Alternate A1 - 8" PCCP Terminal Ramp - Replace Item #12 of Base Option A with the Following Two Items						
1	P-501	Portland Cement Concrete Pavement, 8" Thickness, Complete	SY	9,510	$124.50	$1,183,995.00
2	P-501	Portland Cement Concrete Pavement, 10" Thickness, Complete	SY	11,030	$128.00	$1,411,840.00
					Subtotal Deductive Alternate A1:	$ 2,595,835.00
					Subtotal Base Option A, with Item #12 of Base Option A replaced by Subtotal Deductive Alternate A1 (w/o NMGRT):	$ 7,472,151.50
					NMGRT @ 8.1875%:	$ 611,782.40
					Total Base Option A, with Item #12 of Base Option A Replaced by Deductive Alternate A1 w/ NMGRT:	**$** 8,083,933.90

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Deductive Alternate A2 - 8" PCCP Terminal Ramp, 9" PCCP FBO Ramps - Replace Item #12 of Base Option A with the Following Two Items						
1	P-501	Portland Cement Concrete Pavement, 8" Thickness, Complete	SY	9,510	$124.50	$ 1,183,995.00
2	P-501	Portland Cement Concrete Pavement, 9" Thickness, Complete	SY	11,030	$126.00	$ 1,389,780.00
					Subtotal Deductive Alternate A2:	$ 2,573,775.00
					Subtotal Base Option A, with Item #12 of Base Option A replaced by Subtotal Deductive Alternate A2 (w/o NMGRT):	$ 7,450,091.50
					NMGRT @ 8.1875%:	$ 609,976.24
					Total Base Option A, with Item #12 of Base Bid Replaced by Deductive Alternate A2 w/ NMGRT:	**$** 8,060,067.74

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Base Option B - PCCP Terminal Apron with Concrete-Treated Base Course						
1	C-105	Mobilization, Complete	LS	1	$575,000.00	$ 575,000.00
2	CSPP	Airport Safety and Security, Complete	LS	1	$237,000.00	$ 237,000.00
3	P-101	Sawcut existing pavement, Complete	LF	2,610	$5.25	$ 13,702.50
4	P-152	Unclassified Excavation, Complete	CY	2,700	$17.00	$ 45,900.00
5	P-152	Unclassified Excavation, Removal and Replacement of Unsuitable Material, Complete in Place	CY	10,000	$42.00	$ 420,000.00
6	C-102	Temporary Pollution/Erosion Control	LS	1	$77,875.00	$ 77,875.00
7	P-101	Bituminous Pavement Removal, 4" to 6" Depth, Stockpiling On-Airport, Complete	SY	10,730	$9.00	$ 96,570.00
8	P-101	Removal and Disposal of Existing PCCP, Complete	SY	11,130	$30.00	$ 333,900.00
9	P-152	Subgrade Preparation	SY	21,900	$5.50	$ 120,450.00
10	P-209	Crushed Aggregate Base Course, CIP	CY	3,900	$120.00	$ 468,000.00
11	P-304	Concrete-Treated Base Course, 5", Complete in Place with Bond-Breaking Materials incidental to this item	SY	20,530	$47.00	$ 964,910.00
12	P-501	Portland Cement Concrete Pavement, 10" Thickness, Complete	SY	20,530	$127.00	$ 2,607,310.00
13	P-401	Bituminous Surface Course, 5", Complete in Place, DOT Mix Design in locations adjacent to existing structures	TON	317	$240.00	$ 76,080.00
14	P-602	Bituminous Prime Coat	GAL	400	$8.00	$ 3,200.00
15	P-603	Bituminous Tack Coat	GAL	100	$8.00	$ 800.00
16	P-620	Airfield Marking, Complete in Place	SF	4,200	$2.80	$ 11,760.00

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
17	P-101, D-701	Remove Existing Drop Inlet and Grate, Install New Drop Inlet with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	3	$ 28,750.00	$ 86,250.00
18	D-701	New Drop Inlet, with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	1	$ 26,750.00	$ 26,750.00
19	D-701	24" Storm Drain Pipe, Complete in Place	LF	790	$ 170.00	$ 134,300.00
20	F-162	Remove Automatic Security Fence Gate Pedestal Keypad and Associated Bollards, and Reinstall Keypad at the same location, CIP, including all electrical connections to make Gate systems whole.	LS	1	$ 37,275.00	$ 37,275.00
21		Remove and Salvage Exiting Concrete Parking Bumper and Reinstall at the same location after paving operations are complete, CIP.	EA	1	$ 100.00	$ 100.00
22		Install Protection Bollards, CIP.	EA	3	$ 600.00	$ 1,800.00
23	GP's	Construction Staking, Complete	LS	1	$ 109,500.00	$ 109,500.00
24	C-105	Contractor Quality Control Testing, Complete	LS	1	$ 155,500.00	$ 155,500.00
25	P-101, D-701	Remove Existing Storm Drain all sizes including necessary trenching and additional excavation, Complete.	LF	812	$ 39.00	$ 31,668.00
26	P-101, D-701	Remove Existing Storm Drain Manhole, Complete	EA	1	$ 2,350.00	$ 2,350.00
27		Remove and Dispose of Existing Electrical Junction Box. Install new Electrical Junction Box at the same location, adjusted to new pavement grade, CIP.	EA	1	$ 615.00	$ 615.00
				Subtotal Base Option B:		$ 6,638,565.50
NMGRT @ 8.1875%:						$ 543,532.55
				Total Base Option B w/NMGRT:		**$ 7,182,098.05**

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Deductive Alternate B1 - 8" PCCP Terminal Ramp - Replace Item #12 of Base Option B with the following two items						
1	P-501	Portland Cement Concrete Pavement, 8" Thickness, Complete	SY	9,510	$124.50	$ 1,183,995.00
2	P-501	Portland Cement Concrete Pavement, 10" Thickness, Complete	SY	11,030	$128.00	$ 1,411,840.00
					Subtotal Deductive Alternate B1:	$ 2,595,835.00
					Subtotal Base Option B, with Item #12 of Base Option B replaced by Subtotal Deductive Alternate B1 (w/o NMGRT):	$ 6,627,090.50
					NMGRT @ 8.1875%:	$ 542,593.03
					Total Base Option B, with Item #12 of Base Option B Replaced by Deductive Alternate B1 w/NMGRT:	**$** 7,169,683.53
Deductive Alternate B2 - 8" PCCP Terminal Ramp, 9" PCCP FBO Ramps - Replace Item #12 of Base Option B with the Following Two Items						
1	P-501	Portland Cement Concrete Pavement, 8" Thickness, Complete	SY	9,510	$124.50	$ 1,183,995.00
2	P-501	Portland Cement Concrete Pavement, 9" Thickness, Complete	SY	11,030	$126.00	$ 1,389,780.00
					Subtotal Deductive Alternate B2:	$ 2,573,775.00
					Subtotal Base Option B, with Item #12 of Base Option B replaced by Subtotal Deductive Alternate B2 (w/o NMGRT):	$ 6,605,030.50
					NMGRT @ 8.1875%:	$ 540,786.87
					Total Base Option B, with Item #12 of Base Bid Replaced by Deductive Alternate B2 w/NMGRT:	**$** 7,145,817.37

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Additive Alternate 1 - RW 33 RSA Grading						
1	C-105	Mobilization, Complete	LS	1	$80,000.00	$ 80,000.00
2	CSPP	Airport Safety and Security, Complete	LS	1	$35,000.00	$ 35,000.00
3	P-151	Clearing and Grubbing, Complete, Including trees	AC	5	$4,000.00	$ 20,000.00
4	P-620	Existing & Temporary Marking Obliteration	SF	21,450	$2.15	$ 46,117.50
5	P-152	Unclassified Excavation, Complete in Place	CY	9,600	$14.00	$ 134,400.00
6	P-152	Off-Site Borrow Excavation, Complete in Place	CY	30,000	$28.25	$ 847,500.00
7	C-102	Temporary Pollution/Erosion Control, Complete	LS	1	$9,000.00	$ 9,000.00
8	T-901	Seeding with Hydromulch, Complete in Place	AC	5	$2,500.00	$ 12,500.00
9	D-701	Removal and Disposal of Existing Headwall, Complete	EA	2	$1,150.00	$ 2,300.00

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
10	D-701	Removal and Disposal of Existing 24" culvert pipe, Complete	LF	2	$35.00	$ 70.00
11	D-701	Install Owner-Furnished 24" Storm Drain Pipe, Including Trench and Backfill, and Contractor-Furnished Fittings and End Section, Complete in Place	LF	120	$75.00	$ 9,000.00
12	F-162	Removal and Disposal of Existing 6' Chain Link Security Fence, Complete	LF	840	$5.50	$ 4,620.00
13	F-162	Install new 6' Chain Link Security Fence, with warning signs, Complete in Place	LF	760	$33.00	$ 25,080.00
14	F-162	Install new 6' Chain Link Security Fence Gate, 16' Width, Complete in Place	EA	1	$3,500.00	$ 3,500.00
15	F-161	Install new 3' Barbed-wire Property Boundary Fence, Complete in place	LF	1,840	$6.80	$ 12,512.00
16	F-161	Install new 3' Barbed-wire Property Boundary Fence Gate, 16' Width, Complete in Place	EA	1	$2,000.00	$ 2,000.00
17	GP's	Construction Staking, Complete	LS	1	$7,500.00	$ 7,500.00
18	C-105	Contractor Quality Control Construction Testing, Complete	LS	1	$29,500.00	$ 29,500.00
19	P-620	Temporary Airfield Markings, Complete in Place	SF	4,850	$1.20	$ 5,820.00
20	P-620	Permanent Airfield Markings, Including Temporary Coat and Final Coat with Glass Bead Application, Complete in Place	SF	19,020	$3.50	$ 66,570.00
					Subtotal Additive Alternate 1:	$ 1,352,989.50
					NMGRT @ 8.1875%:	$ 110,776.02
					Subtotal Additive Alternate 1 w/NMGRT:	**$** 1,463,765.52

Bid Summary

Total Base Option A (w/NMGRT)	$8,096,384.42
Total Base Option A, Deductive Alternate A1 used (w/NMGRT)	$8,083,933.90
Total Base Option A, Deductive Alternate A2 used (w/NMGRT)	$8,060,067.74
Total Base Option A + Additive Alternate 1 (w/NMGRT)	$9,560,149.94
Total Base Option A, Deductive Alternate A1 used, + Additive Alternate 1 (w/NMGRT)	$9,547,699.42
Total Base Option A, Deductive Alternate A2 used, + Additive Alternate 1 (w/NMGRT)	$9,523,833.26
Total Base Option B (w/NMGRT)	$7,182,098.05
Total Base Option B, Deductive Alternate B1 used (w/NMGRT)	$7,169,683.53
Total Base Option B, Deductive Alternate B2 used (w/NMGRT)	$7,145,817.37
Total Base Option B + Additive Alternate 1 (w/NMGRT)	$8,645,863.57
Total Base Option B, Deductive Alternate B1 used, + Additive Alternate 1 (w/NMGRT)	$8,633,449.05
Total Base Option B, Deductive Alternate B2 used, + Additive Alternate 1 (w/NMGRT)	$8,609,582.89

Bidder has bid on all items.

2. In submitting this bid, the Bidder understands that the right is reserved by the City of Santa Fe to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that the City of Santa Fe intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form and furnish the required forms and bond(s) within ten (10) days after the agreement is presented to him/her for signature.

3. All Amendments pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below:

Amendment No.	Amendment Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged
1	August 6, 2024		08/23/2024
2	August 16, 2024		08/23/2024

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the Bidder and rejection of his/her bid submittal. Any and all such addenda, if issued, will be published via electronic/digital format on the website of the City of Santa Fe, not later than three (3) days prior to the date fixed for the opening of bids at the following web address: http://www.santafenm.gov/bids_rfps. It shall be the Bidder's responsibility to become fully advised of all Addenda prior to submitting his/her bid.

4. The Bidder agrees to commence work under this Contract within ten (10) days after, a date to be specified in a written "Notice to Proceed" from the City of Santa Fe or its authorized agents, and fully complete the project within one hundred twenty (120) calendar days. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

5. Security in the sum of five (5) percent of the amount bid in form of (check one):
__X__ Bid Bond _____ Certified Check
is attached hereto in accordance with the "Instructions for Bidders".

6. This Bid Submittal contains the following:

- Name of Bidder and NM Contractor License Number & Types.
- Bid Form and Bid Submittal.
- Bid Bond.
- EEO Certifications for prime and subs.
- Non-Segregated Facilities Certification.

- Non-Collusion Affidavit for prime and subs.
- Non-Disclosure and Conflict of Interest Statement
- List of Subcontractors.
- DBE Forms and Letters of Intent.
- Buy American Preference.
- Campaign Contribution Disclosure Form.

7. The Bidder shall complete the following statement by checking the appropriate boxes.

The Bidder has ☒ has not ☐ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder has ☒ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirement; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

9. As provided in the Special Provisions, Bidder further agrees to pay as liquidated damages the amount of $1,000.00 for each consecutive calendar day beyond the agreed time that Substantial Completion is not achieved and $1,000.00 for each consecutive calendar day beyond the agreed time that all punch list items are not completed or corrected.

10. Bidder shall submit original Bid, bound within the project manual provided to Bidders. However, a photocopy of the Bid Submittal, from Bid Proposal to the Bid Bond (i.e. the pink pages), shall be submitted in the same envelope, with pages stapled.

Respectfully submitted:

Name of Bidder: Vincent R. Martinez for Vital Consulting Group, LLC

By: _____
(Signature)

Title: Managing Member

Date: 08/23/2024

Official Address: 315 5th St NW, Albuquerque, NM 87102

Telephone No.: 505-369-0623

New Mexico Contractor's License Number and Types: 376040; GF01, GF02, GF03, GF04,GF05, GF09, GA01, GA02, GA03, GA05, GB98

United States Treasury Number: 27-0879500

New Mexico State Residence Preference Certificate Number, if any: L0556831856

City of Santa Fe Business Registration No.: 237997

NM Taxation and Revenue Number (if applicable): 03-206732-00-1

Labor and Industrial Division Enforcement Fund
Contractor Registration No.: 002547520121019

[Note: Subcontractor Labor and Industrial Division Enforcement Fund Registration Number, on work over $50,000 must be listed on Subcontractor Listing.]

A.8 Bid Bond

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE Vital Consulting Group, LLC hereinafter called the PRINCIPAL, as Principal, and the Great Midwest Insurance Company, of Houston, TX a Corporation duly organized under the laws of the State of Texas, and authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the City of Santa Fe, a Municipal Corporation, hereinafter called the OBLIGEE, in the sum of Five Percent of the Total Amount Bid (5%) Dollars ($ ----------) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated August 20, 2024, (IFB No. 25012) for the construction of the Santa Fe Regional Airport Terminal Apron Reconstruction, City of Santa Fe.

B. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

C. SIGNED AND SEALED THIS 14th DAY OF August, 2024.

Vital Consulting Group, LLC
BIDDER

By: _____
PRINCIPAL

(SEAL)

_____
WITNESS Carl Martinez

Great Midwest Insurance Company

By: _____
SURETY Joshua R. Loftis

Title: Attorney-in-Fact

_____
WITNESS Michelle Morrison

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF New Mexico)

COUNTY OF Bernalillo)

On this 21st day of August, in the year 2024, before me personally appeared Vincent R. Martinez, President / Managing Member of Vital Consulting Group, LLC, known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

STATE OF NEW MEXICO
NOTARY PUBLIC
Carl B Martinez
Commission Number 1116096
My Commission Expires November 12, 2024

Carl Martinez, Notary Public

My Commission Expires: November 12, 2024

ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota)

COUNTY OF Lincoln)

On this 14th day of August, in the year 2024, before me personally come(s) Joshua R. Loftis, Attorney-in-Fact of Great Midwest Insurance Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Great Midwest Insurance Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

MICHELLE MORRISON NOTARY SEAL PUBLIC STATE OF SOUTH DAKOTA

Michelle Morrison, Notary Public

My Commission Expires: 03/01/2029

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Melinda C. Blodgett, R.C. Bowman, Sarah Dragt, Sandra M. Engstrum, R.W. Frank, Ted Jorgensen, Joshua R. Loftis, Michelle Morrison, Brian J. Oestreich, Rachel Thomas, Nathan Weaver, Colby D. White, Emily White, Tina Domask, Ross S. Squires, Graydon Dotson, Nicole Stillings

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars ($25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 14th Day of August, 2024.

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

A.9 Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM 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 either 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**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.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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.



08/23/2024

Signature Vincent R. Martinez Date

Managing Member

Title (position)

A.10 Certification of Bidder Regarding Buy American Requirements

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[2] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

* * * * * *

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

[2] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

08/23/2024
Date


Signature Vincent R. Martinez

Vital Consulting Group, LLC
Company Name

Managing Member
Title

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

e) Only installing iron, steel and manufactured products produced in the United States;

f) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

g) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

h) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

e) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
f) To faithfully comply with providing U.S. domestic products.
g) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
h) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

f) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
g) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
h) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
i) To furnish U.S. domestic product for any waiver request that the FAA rejects.
j) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

d) Completed Content Percentage Worksheet and Final Assembly Questionnaire

e) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

f) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

e) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

f) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

g) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

h) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) **-** Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

e) A completed Content Percentage Worksheet and Final Assembly Questionnaire from

f) At minimum two comparable equal bids and/or offers;

g) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;

h) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

08/23/2024	
Date	Signature Vincent R. Martinez
Vital Consulting Group, LLC	Managing Member
Company Name	Title

Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.

b) To faithfully comply with providing U.S. domestic product.

c) To furnish U.S. domestic product for any waiver request that the FAA rejects.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

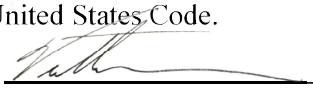
a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from

b) At minimum two comparable equal bidders and/or offerors;

c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;

d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

08/23/2024	
Date	Signature Vincent R. Martinez
Vital Consulting Group, LLC	Managing Member
Company Name	Title

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (✓) is not (✓) a corporation that has 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 a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (✓) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is 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 a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A.11 Certification of Bidder Regarding Equal Employment Opportunity

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Bidder's Name: Vital Consulting Group, LLC

Address: 315 5th St NW, Albuquerque, NM 87102

---

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ✓ No ____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ✓ No ____

Certification – The information above is true and complete to the best of my knowledge and belief.

Vincent R. Martinez - Managing Member

NAME AND TITLE OF SIGNER (PLEASE TYPE)



SIGNATURE

08/23/2024

DATE

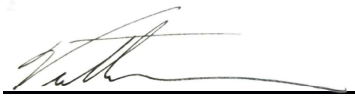
A.12 Certification of Bidder Regarding Equal Employment Opportunity

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   Yes ✓ No ____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ✓ No ____

Certification – The information above is true and complete to the best of my knowledge and belief.

Vincent R. Martinez - Managing Member
NAME AND TITLE OF SIGNER (PLEASE TYPE)



SIGNATURE

08/23/2024
DATE

A.13 Certification of Non-Segregated Facilities

(Applicable to construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause).

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

STATE OF NEW MEXICO
NOTARY PUBLIC
Carl B Martinez
Commission Number 1116096
My Commission Expires November 12, 2024

SIGNED: _____

TITLE: Managing Member

SUBSCRIBED AND SWORN to before me this 23rd day of August, 2024.

_____
NOTARY PUBLIC Carl Martinez

My Commission Expires:

November 12, 2024

A.14 Non-Collusion Affidavit of Prime Bidder

STATE OF NEW MEXICO

COUNTY OF Bernalillo

Vincent R. Martinez being first duly sworn, deposes and says that:

(1) He/she is the Managing Member of Vital Consulting Group, LLC the Bidder that has submitted the attached Bid Submittal;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid Submittal and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder 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 other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

STATE OF NEW MEXICO
NOTARY PUBLIC
Carl B Martinez
Commission Number 1116096
My Commission Expires November 12, 2024

(SIGNED) _____

TITLE Managing Member

SUBSCRIBED AND SWORN to before me this 23rd day of August, 2024.

_____
NOTARY PUBLIC Carl Martinez

My Commission Expires:

November 12, 2024

SUBCONTRACTS

A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has submitted a Non-Collusion Affidavit from the subcontractor, is substantially the form shown below, and has received written approval of such subcontractor from the City of Santa Fe.

A.15 NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____being first duly sworn, deposes and says that:

(1) He/she is the _____ of _____,

hereinafter referred to as the "Subcontractor";

(2) He/she is fully informed respecting the preparation and contents of the Subcontractor's bid submitted by the Subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the _____ project in _____;

(3) Such Subcontractors bid submittal is genuine and is not a collusive or sham bid submittal;

(4) Neither the Subcontractor 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 other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____day of _____, 20__.

_____

NOTARY PUBLIC

My Commission Expires:

_____

B. No proposed subcontractor shall be disapproved by the City of Santa Fe except for cause.

C. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.

D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.

E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City of Santa Fe.

A.17 Subcontractor Listing

Note: A Contractor that submits a bid valued at more than fifty thousand ($50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the labor and industrial division of the labor department.

Trade: Asphalt Paving Base Option A	Name of Subcontractor: Albuquerque Asphalt, Inc.
Address: P.O. Box 66450, Albuquerque, NM 87193	
Telephone No.: 505-831-7311	License No.: 18484 NM Dept. of Labor Registration No.: 1954720110720
Signature of Subcontractor (to be obtained after award of contract):	

Trade: Fence	Name of Subcontractor: Perimeter Ironworks, Fence & Block, LLC
Address: 1331 Cuesta Abajo Ct. NE, Albuquerque, NM 87113	
Telephone No.: 505-503-7968	License No.: 415716 NM Dept. of Labor Registration No.: 29911691862024
Signature of Subcontractor (to be obtained after award of contract):	

Trade: Saw & Seal	Name of Subcontractor: A-Core Concrete Specialists New Mexico
Address: 506 Carmony Road NE, Albuquerque, NM 87107	
Telephone No.: 505-873-6561	License No.: 386656 NM Dept. of Labor Registration No.: 1768620151111
Signature of Subcontractor (to be obtained after award of contract):	

Trade: Stripe	Name of Subcontractor: RoadSafe Traffic Systems, Inc.
Address: 6221 Chappell Rd. NE, Albuquerque, NM 87113	
Telephone No.: 505-345-8295	License No.: 411465 NM Dept. of Labor Registration No.: 22610844182023
Signature of Subcontractor (to be obtained after award of contract):	

Trade: SWPPP/Seeding	Name of Subcontractor: Caldon Seeding & Reclamation
Address: Box 10-Sanford, CO 81151	
Telephone No.: 505-699-5913	License No.: 20091511770 NM Dept. of Labor Registration No.: 01679820101127
Signature of Subcontractor (to be obtained after award of contract):	

Trade: Electric	Name of Subcontractor: Bixby Electric, Inc.
Address: 521 Wheeler Ave SE, Albuquerque, NM 87102	
Telephone No.: 505-842-5384	License No.: 28568 NM Dept. of Labor Registration No.: 0190612011621
Signature of Subcontractor (to be obtained after award of contract):	

Trade:	Name of Subcontractor:
Address:	
Telephone No.:	License No.: NM Dept. of Labor Registration No.:
Signature of Subcontractor (to be obtained after award of contract):	

Form A-585
DB A-1
Rev. 4/88

New Mexico
State Highway and Transportation Department

CONTRACT GOAL FOR DISADVANTAGED BUSINESS
IN HIGHWAY CONSTRUCTION

For the purpose of this contract, a goal of 7.27 % has been established for Disadvantaged Business (DB'S) Participation.

Type or print legibly.

Item No.(s) of Work Description	Name of Subcontractor/Supplier	Proposed Subcontract Amount

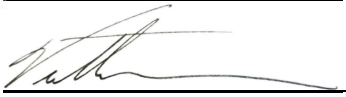
1. Project No. IFB No. 25012
2. Contractor's DB Liaison Officer Joyce Baca
3. Total Amount Bid $ Somewhere between $7,145,817.37 & $9,560,149.94
4. Contractors DB Participation
   Dollar Estimate and Participation: $_____ or 100 % of line 3.

*Must equal or exceed established goal indicated above or bid may be rendered non-responsive.

I will abide by the Disadvantaged Business (DB) goal set forth for this project and hereby submit the names of the DB firms that will participate in the project. Substitution(s) will not be allowed without prior submission of written justification to the Project Manager for approval. I understand that failure to meet the goal may result in Liquidated Damages for the difference between the DB goal ant the actual DB participation achieved.

This statement is my assurance that Vital Consulting Group, LLC agrees to comply with the requirements of
(name of firm)
49 CFR Part 23, and the City of Santa Fe, New Mexico Disadvantaged Business Assistance Program, and all the requirements contained therein.

08/23/2024
Date


Signature of Company Official

FAA Policy on Contract Clauses under 49 CFR Part 26

A. Required Contract Clauses.

1. Contract Assurance.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

2. Prompt Payment.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

B. Other Contract Provisions.

1. Bidders List.

If the recipient's DBE program provides for collecting information for a bidders list by using a contract clause, the recipient should devise an appropriate clause and include it in each DOT-assisted contract. DOT's "Sample DBE Program" interpreting 49 CFR Section 26.11 lists various methods by which a recipient can collect information for a bidders list. Use of a contract clause is one such method. Recipients that choose to use another method would not include such a clause in their DOT-assisted contracts.

2. Good faith efforts.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 7.41 percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

Items 1 through 3 above shall be submitted with the bid. Items 4 through 6 may be required prior to a notice of award.

DBE participation in this contract may be in form of a prime contract, subcontract, joint venture, or another arrangement that qualifies under 49 CFR Sections 26.55, "How is DBE participation counted toward goals?" or 26.53(g), both of which are included as Attachment 2.

Attachment 1

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_X_ The bidder/offeror is committed to a minimum of 100 % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of ____%) is committed to a minimum of ____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Vital Consulting Group, LLC

State Registration No.: 21-09-713

By: _____ Managing Member
(Signature) Title

Attachment 2

Letter of Intent

Name of bidder/offeror's firm: Vital Consulting Group, LLC

Address: 315 5th St NW

City: Albuquerque State: NM Zip: 87102

Name of DBE firm: Vital Consulting Group, LLC

Address: 315 5th St NW

City: Albuquerque State: NM Zip: 87102

Telephone: 505-369-0623

Description of work to be performed by DBE firm:

Prime contractor

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ Somewhere between $7,145,817.37 & $9,560,149.94

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____ Managing Member

(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

FAA Policy on Contract Clauses-1

Letter of Intent

Name of bidder/offeror's firm: _____

Address:_____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

- - - -

Letter of Intent

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

- - - -

Letter of Intent

Name of bidder/offeror's firm: _____

Address:_____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

- - - -

Letter of Intent

Name of bidder/offeror's firm: _____

Address:_____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

- - - -

B. Contract Documents

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13. Notice of Contract Requirements Binding on Bidder Error! Bookmark not defined.
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17. Consideration of Bids Receipt, Opening, and Tabulation Error! Bookmark not defined.
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A. DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor, or supplier) that has either been debarred or suspended pursuant to the requirements of City Purchasing Manual or Section 13-1-177 through 13-1-180, and 13-4-17 NMSA 1978 as amended or City Purchasing provisions, shall not be permitted to do business with the City and shall not be considered for award of Contract during the period for which it is debarred or suspended.

B. PROCUREMENT AND CONTRACTING REQUIREMENTS

1. Solicitation Information

1.1. Solicitation No.: **ITB# 25012**

1.2. Project Title: **Santa Fe Regional Airport Terminal Ramp Reconstruction**

1.3. Pre-Bid Conference *Not Mandatory*:

August 8, 2024
2:00 p.m. MST/MDT
Location: **Virtual**

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWQ0ODIwYzEtZTI5Zi00Zjc5LTkyMTEtNDU0NWJjZjIyMTM4%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d

1.4. Deadline for Pre-Bid Conference Questions: **August 13, 2024**

1.5. Electronic Bid Submittal Deadline: **August 20, 2:00 p.m. MST/MDT**

BIDS RECEIVED AFTER THE ABOVE BID DUE DATE AND TIME WILL NOT ACCEPTED.

2. Bid Submission

2.1. **ALL** specifications, submittal required documentation, supporting materials, certificates, etc. in addition to the bid documents must be attached to form a complete responsive bid.

(NMSA 1978 13-1-82-85; NMSA 1978 13-1-133)

2.2. Bidders may contact ONLY the Department Project Manager and the Central Purchasing Office regarding this procurement at the following emails:
Project Manager: James Garduno
Email: jdgarduno@santafenm.gov
Central Purchasing Office: purchasing_ITB@santafenm.gov

2.3. Other city employees do not have the authority to respond on behalf of the Project Manager.

2.4. Bidders shall promptly notify the Project Manager and the Central Purchasing Office of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

2.5. Bids must be submitted on the Bid Form provided herewith. Bidder shall bid all items on the Bid Form. Each Bidder shall conform to the conditions specified in the section entitled Instructions to Bidders.

2.6. Bids shall be valid for ninety (90) days subject to action by the City.

2.7. **ITB Access and Bid Submission:**

Solicitation packets are available in Bid Central through VSS, see the link below to gain access.
(On the Bid page, click on "Search," to find the ITB. Anyone may view the ITB without logging in, however, you must be a registered vendor and logged in, to "Create Bid.")

To register, follow the Vendor Self Service (VSS) link below. Please ensure your registration profile at minimum, has the commodity codes listed on the ITB. It is your responsibility to keep your profile up to date based on the products and services your company provides.

VSS: https://cityofsantafenmvendors.munisselfservice.com/Vendors/default.aspx

It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via Munis Bid Central (link below) by the Bid due date and time. Such submissions will be considered sealed. Bidders must ensure their bids are correct, accurate, and correspond with any amendments before submission. Complete and submit all required documents, including specifications, supporting materials, certificates, pricing, etc., through Bid Central as per instructions to form a complete, responsive bid (NMSA 1978, Sections 13-1-82 through 13-1-84 and 13-1-133).

https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

- Procurement amendments are processed through Bid Central. If amendments (addenda) are processed,
  - before bids are submitted, ensure bids reflect the amendments;

- after bids are submitted, bidders must update the bid by clicking “modify” and updating the associated area(s)* to ensure bid reflects the amendment.
  - *Bidders must replace the previously submitted documents if the amendment affects uploaded documents.
- Bidders must ensure adequate time is allowed for large uploads and to fully complete bid submittal by the deadline. Bids that are not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, bids that are not 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.

2.8. It is the Bidder’s responsibility to ensure all documents are completely uploaded and submitted electronically by the deadline set forth in this ITB. Such electronic submissions will be considered sealed bids in accordance with statute.

Note: It is the responsibility of the Bidder to ensure bids are correct and accurate before submission. Bids must correspond with any amendments.

2.9. If an amendment is processed after bid is submitted that effects the specifications, an email with the amendment will be sent to the Bidder and the Bidders must resubmit their bid acknowledging the amendment, prior to the deadline, in order for it to be considered fully submitted.

2.10. Please ensure, as the Bidder, to allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, a submission that is not fully complete 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.

3. Bid Opening

3.1. Public bid openings, will be held Virtually at the following link:

Microsoft Teams meeting
Join on your computer, mobile app or room device
Click here to join the meeting .

Link to copy into ITBs:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWFjZmRiZDYtYzlkOC00ZDA4LWJkMzMtY2Y5MmFlNWY5ZGIw%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%221a05b75d-789e-4d46-849e-c34d09c04400%22%7d

Meeting ID: 263 489 892 392

Passcode: Spy25c
Download Teams | Join on the web
Learn More | Meeting options

3.2. The bid tabulations will be posted to the City of Santa Fe website at the following link: https://www.santafenm.gov/bid_tabulations

3.3. If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the Chief Procurement Officer (CPO) or his/her designee at least five (5) working days prior to the scheduled bid opening.

3.4. CPO contact information is:

Travis Dutton-Leyda
Chief Procurement Officer
tkduttonleyda@santafenm.gov
City of Santa Fe

3.5. The Department, along with the CPO, reserves the right to reject any and all Bids or to waive any and all non-substantial irregularity in bids received as long as it doesn't affect the price, quantity or quality of the bid, whenever such rejection or waiver is in the best interest of the Department.

3.6. The Bidding Documents and subsequent Work Orders contain a time for completion of the work by the successful Bidder, and further imposes liquidated damages for failure to comply with that time.

3.7. Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions before responding to this bid.

3.8. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

3.9. Contractor shall be responsible for removal and securing of any existing infrastructure elements, equipment, signage, fencing, etc. necessary to provide for the new work in accordance with the contract documents and to re-install these items in proper working condition.

3.10. The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

The Bidder'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 Bid throughout, and they will be deemed to be included in the Bid

document the same as though herein written out in full.

OBTAINING CONTRACT DOCUMENTS: Drawings, Specifications, and other Contract Documents may be obtained by contacting ARI Graphix (www.ariplans.com), 4716 McLeod Rd NE, Albuquerque, New Mexico 87109. Contact ARI Graphix for costs of printing CONTRACT DOCUMENTS (non-refundable) at (505) 884-0862.

Bids for the project will be presented in the form of a unit price bid. The Bidder shall bid all items listed.

Each Bidder must conform to the conditions specified in the section entitled "Instructions For Bidders".

BID GUARANTEE: Each bid shall be accompanied by an acceptable form of Bid Guarantee in an amount equal to at least five percent (5%) of the amount of the bid payable to the City of Santa Fe as a guarantee that if the bid is accepted, the Bidder will execute the Contract and file acceptable Performance and Labor and Material Payment Bonds within fifteen (15) days after the award of the Contract.

The bid shall also include a signed “Campaign Contribution Form”, “Certification of Bidder Regarding Buy American Requirements”, “Certificate of Bidder Regarding Equal Employment Opportunity", "Certificate of Non-segregated Facilities”, "Non-Collusion Affidavit of Prime Bidder", ”Non-Disclosure and Conflict of Interest Statement”, “Subcontractor Listing”, “Disadvantaged Business Enterprise (DBE) Utilization”, “Letter of Intent” for DBE participation, and "Acknowledgement for Receipt of Addenda". The successful Bidder shall, upon notice of award of contract, secure from each of his/her subcontractors a signed "Non-Collusion Affidavit of Subcontractor". Bidders must possess an applicable license to perform the work under this Contract, provided for in the New Mexico Construction Industries Rules and Regulations.

The Bidding Documents contain a time for completion of the work by the successful Bidder and further imposes liquidated damages for failure to comply with that time.

Performance Bond and Labor & Material Payment Bond, each 100% of the Contract sum, will be required of the successful Bidder entering into the Construction Contract.

Bids will be held for sixty (60) days subject to action by the City.

3.10.1. The work to be performed with this project consists of furnishing all equipment, labor and materials for the Terminal Apron Reconstruction in accordance with the drawings, specifications, and other Contract Documents.

EQUAL OPPORTUNITY IN EMPLOYMENT: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. Bidders on this work will be required to comply with the President’s Executive Order No. 11246 as amended.

The Bidder's attention is called to the Wage, Labor, EEO, and Safety Requirements bound within these documents.

U.S. Department of Transportation Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

The Contract is subject to the Buy American Provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the Special Provisions.

3.10.2. All Bidders shall make good faith efforts, as defined in Appendix A of 49 CFR Part 23, Regulations of the Office of the Secretary of Transportation, to subcontract 7.29 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the Bidder for this solicitation qualifies as a DBE, the Contract goal shall be deemed to have been met. Individuals who are reputably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Asian-Indian Americans. The apparent successful Bidder will be required to submit information concerning the DBEs that will participate in this Contract. The information will include the name and
address for each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract (subcontract) If the Bidder fails to achieve the Contract goal as stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered non-responsive.

Special Notice Regarding EEO. The Contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Special Provisions.

3.10.3. The Bidder must supply all of the information required by the Bid Form. The Bid Form is attached as a separate document and is labeled “SAF182-19F Terminal Apron Recon Bid Form”
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

The successful Bidder will be required to submit a Certification of Non-segregated Facilities prior to award of the Contract, and to notify prospective subcontractors of the requirement for such a Certification where the amount of the subcontract exceeds $10,000. Samples of the Certification and Notice to Subcontractors appear in the specifications.
Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

For contracts of $50,000 or more, a Contractor having 50 or more employees, and his subcontractors having 50 or more employees and who may be awarded a subcontract of $50,000 or more, will be required to maintain an affirmative action program within 120 days of the commencement of the Contract.

Pre-Award Equal Opportunity Compliance Reviews. Where the bid of the apparent low responsible Bidder is in the amount of $1 million or more, the Bidder and his known all-tier subcontractors which will be awarded subcontracts of $1 million or more will be subject to full on-site, pre-award equal opportunity compliance reviews before the award of the Contract for the purpose of determining whether the Bidder and his subcontractors are able to comply with the provisions of the equal opportunity clause.

Compliance Reports. Within 30 days after award of this Contract, the Contractor shall file a compliance report (Standard Form 100) if:

(a) The Contractor has not submitted a complete compliance report within 12 months preceding the date of award; and

(b) The Contractor is within the definition of "employer" in Paragraphs 2e(3) of the instructions included in Standard Form 100.

The Contractor shall require the subcontractor on all-tier subcontracts, irrespective of dollar amount, to file Standard Form 100 within 30 days after award of the subcontract if the above two conditions apply. Standard Form 100 will be furnished upon request.

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Deductive Alternate A2 - 8" PCCP Terminal Ramp, 9" PCCP FBO Ramps - Replace Item #12 of Base Option A with the Following Two Items						
1	P-501	Portland Cement Concrete Pavement, 8" Thickness, Complete	SY	9,510	$124.50	$ 1,183,995.00
2	P-501	Portland Cement Concrete Pavement, 9" Thickness, Complete	SY	11,030	$126.00	$ 1,389,780.00
					Subtotal Deductive Alternate A2:	$ 2,573,775.00
					Subtotal Base Option A, with Item #12 of Base Option A replaced by Subtotal Deductive Alternate A2 (w/o NMGRT):	$ 7,450,091.50
					NMGRT @ 8.1875%:	$ 609,976.24
					Total Base Option A, with Item #12 of Base Bid Replaced by Deductive Alternate A2 w/ NMGRT:	**$** 8,060,067.74

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Base Option B - PCCP Terminal Apron with Concrete-Treated Base Course						
1	C-105	Mobilization, Complete	LS	1	$575,000.00	$ 575,000.00
2	CSPP	Airport Safety and Security, Complete	LS	1	$237,000.00	$ 237,000.00
3	P-101	Sawcut existing pavement, Complete	LF	2,610	$5.25	$ 13,702.50
4	P-152	Unclassified Excavation, Complete	CY	2,700	$17.00	$ 45,900.00
5	P-152	Unclassified Excavation, Removal and Replacement of Unsuitable Material, Complete in Place	CY	10,000	$42.00	$ 420,000.00
6	C-102	Temporary Pollution/Erosion Control	LS	1	$77,875.00	$ 77,875.00
7	P-101	Bituminous Pavement Removal, 4" to 6" Depth, Stockpiling On-Airport, Complete	SY	10,730	$9.00	$ 96,570.00
8	P-101	Removal and Disposal of Existing PCCP, Complete	SY	11,130	$30.00	$ 333,900.00
9	P-152	Subgrade Preparation	SY	21,900	$5.50	$ 120,450.00
10	P-209	Crushed Aggregate Base Course, CIP	CY	3,900	$120.00	$ 468,000.00
11	P-304	Concrete-Treated Base Course, 5", Complete in Place with Bond-Breaking Materials incidental to this item	SY	20,530	$47.00	$ 964,910.00
12	P-501	Portland Cement Concrete Pavement, 10" Thickness, Complete	SY	20,530	$127.00	$ 2,607,310.00
13	P-401	Bituminous Surface Course, 5", Complete in Place, DOT Mix Design in locations adjacent to existing structures	TON	317	$240.00	$ 76,080.00
14	P-602	Bituminous Prime Coat	GAL	400	$8.00	$ 3,200.00
15	P-603	Bituminous Tack Coat	GAL	100	$8.00	$ 800.00
16	P-620	Airfield Marking, Complete in Place	SF	4,200	$2.80	$ 11,760.00

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
17	P-101, D-701	Remove Existing Drop Inlet and Grate, Install New Drop Inlet with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	3	$ 28,750.00	$ 86,250.00
18	D-701	New Drop Inlet, with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	1	$ 26,750.00	$ 26,750.00
19	D-701	24" Storm Drain Pipe, Complete in Place	LF	790	$ 170.00	$ 134,300.00
20	F-162	Remove Automatic Security Fence Gate Pedestal Keypad and Associated Bollards, and Reinstall Keypad at the same location, CIP, including all electrical connections to make Gate systems whole.	LS	1	$ 37,275.00	$ 37,275.00
21		Remove and Salvage Exiting Concrete Parking Bumper and Reinstall at the same location after paving operations are complete, CIP.	EA	1	$ 100.00	$ 100.00
22		Install Protection Bollards, CIP.	EA	3	$ 600.00	$ 1,800.00
23	GP's	Construction Staking, Complete	LS	1	$ 109,500.00	$ 109,500.00
24	C-105	Contractor Quality Control Testing, Complete	LS	1	$ 155,500.00	$ 155,500.00
25	P-101, D-701	Remove Existing Storm Drain all sizes including necessary trenching and additional excavation, Complete.	LF	812	$ 39.00	$ 31,668.00
26	P-101, D-701	Remove Existing Storm Drain Manhole, Complete	EA	1	$ 2,350.00	$ 2,350.00
27		Remove and Dispose of Existing Electrical Junction Box. Install new Electrical Junction Box at the same location, adjusted to new pavement grade, CIP.	EA	1	$ 615.00	$ 615.00
					Subtotal Base Option B:	$ 6,638,565.50
NMGRT @ 8.1875%:						$ 543,532.55
					Total Base Option B w/NMGRT:	**$ 7,182,098.05**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2024

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	**CONTACT NAME:** Brad Revier **PHONE (A/C, No, Ext):** 612-322-6045 **FAX (A/C, No):** 612-349-2490 **E-MAIL ADDRESS:** brevier@holmesmurphy.com
INSURED VITCONPC1 Vital Consulting Group, LLC PO Box 94778 Albuquerque NM 87199	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Fire Insurance Co of Hartford / 20478 **INSURER B :** The Continental Insurance Company / 35289 **INSURER C :** Valley Forge Insurance Company / 20508 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 900094495 **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	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contr Liab Per X Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			7034048000	6/12/2024	6/12/2025	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			7034047994	6/12/2024	6/12/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000			7034047980	6/12/2024	6/12/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	**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		7034048014	6/12/2024	6/12/2025	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)

City Department: Santa Fe Regional Airport - Project: Terminal Ramp Reconstruction.

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: Certificate Holder, Molzen Corbin & Associates, Project Owner and Others as required by written contract, per policy terms and conditions.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract, per policy terms and conditions.
See Attached...

CERTIFICATE HOLDER

James Harris - Airport Manager, Santa Fe Regional Airport
121 Aviation Drive
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



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AGENCY CUSTOMER ID: VITCONPC1

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Holmes Murphy & Associates	Vital Consulting Group, LLC PO Box 94778 Albuquerque NM 87199
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

General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability includes an endorsement providing 30 days' notice of cancellation will be furnished to the certificate holder.

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Item #: 25-0012
Munis Contract #: 3250179
ITB #: 25012

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 **Vital Consulting Group, 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 for Terminal Ramp Reconstruction. (Bid Number 25012), including but not limited to reconstruction of the aircraft parking ramp adjacent to the existing Terminal Building, reconstruction of this Terminal Ramp's storm drain system, repainting the pavement markings of the Terminal Ramp, and removing and resetting airport security fencing adjacent to the ramp reconstruction location as described in the Contract Documents.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: Terminal Ramp Reconstruction.

C. City Department: Santa Fe Regional Airport

D. Distribution:

City: James Harris - Airport Manager, Santa Fe Regional Airport
121 Aviation Drive
Santa Fe, NM 87507

Contractor: Vincent Martinez, Vital Consulting Group
315 5th St NW
Albuquerque, NM 87102

Engineer: Kent Freier - Molzen Corbin
2701 Miles Rd SE
Albuquerque, NM 87106

2. Compensation

A. The total amount payable to the Contractor under this Contract including gross receipts tax and expenses, shall not exceed seven million one hundred eighty-two thousand ninety-eight dollars and five cents ($7,182,098.05). 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 Option B	$ 6,638,565.50
Gross Receipts Tax (8.1875%)	$ 543,532.55
Total Base Option B (w/NMGRT)	$ 7,182,098.05

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed seven million one hundred eighty-two thousand ninety-eight dollars and five cents ($7,182,098.05) 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.

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seven million one hundred eighty-two thousand ninety-eight dollars and five cents ($7,182,098.05) in (FY24) through (FY28). The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling seven million, one hundred and forty-five thousand, eight hundred and seventeen dollars and thirty-seven cents ($7,182,098.05) shall be paid by the City to the Contractor.

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 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 **four (4) 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.

All terms and conditions of **ITB** # 25012 and the Contractor's response to such document 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. 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: James Garduño – Project Manager, Santa Fe Regional Airport, 121 Aviation Dr. Santa Fe, NM 87507, jdgarduno@santafenm.gov

To the Contractor: Vincent Martinez – President/Managing Member, Vital Consulting Group, LLC., 315 5th St NW, Albuquerque, NM 87102, Vincent.martinez@vitalgrp.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. Liquidated Damages

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar

day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

31. 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.

32. 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.

33. 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 (Jan 22, 2025 13:52 MST)

ALAN WEBBER, MAYOR

DATE: Jan 22, 2025

CONTRACTOR: VITAL CONSULTING GROUP, LLC.

VINCENT MARTINEZ,
PRESIDENT/MANAGING MEMBER

DATE: Nov 12, 2024

CRS#: 03-206732-00-1

ATTEST:

ANDREA SALAZAR (Jan , 2025 13:57 MST)

~~GERALYN CARDENAS, INTERIM~~ CITY CLERK

GB MTG 01-15-2025

XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Nov 12, 2024 16:51 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Signature: XAVIER VIGIL
XAVIER VIGIL (Jan 22, 2025 12:19 MST)

Email: xivigil@santafenm.gov

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Deductive Alternate A2 - 8" PCCP Terminal Ramp, 9" PCCP FBO Ramps - Replace Item #12 of Base Option A with the Following Two Items						
1	P-501	Portland Cement Concrete Pavement, 8" Thickness, Complete	SY	9,510	$124.50	$ 1,183,995.00
2	P-501	Portland Cement Concrete Pavement, 9" Thickness, Complete	SY	11,030	$126.00	$ 1,389,780.00
					Subtotal Deductive Alternate A2:	$ 2,573,775.00
					Subtotal Base Option A, with Item #12 of Base Option A replaced by Subtotal Deductive Alternate A2 (w/o NMGRT):	$ 7,450,091.50
					NMGRT @ 8.1875%:	$ 609,976.24
					Total Base Option A, with Item #12 of Base Bid Replaced by Deductive Alternate A2 w/ NMGRT:	**$** 8,060,067.74

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Base Option B - PCCP Terminal Apron with Concrete-Treated Base Course						
1	C-105	Mobilization, Complete	LS	1	$575,000.00	$ 575,000.00
2	CSPP	Airport Safety and Security, Complete	LS	1	$237,000.00	$ 237,000.00
3	P-101	Sawcut existing pavement, Complete	LF	2,610	$5.25	$ 13,702.50
4	P-152	Unclassified Excavation, Complete	CY	2,700	$17.00	$ 45,900.00
5	P-152	Unclassified Excavation, Removal and Replacement of Unsuitable Material, Complete in Place	CY	10,000	$42.00	$ 420,000.00
6	C-102	Temporary Pollution/Erosion Control	LS	1	$77,875.00	$ 77,875.00
7	P-101	Bituminous Pavement Removal, 4" to 6" Depth, Stockpiling On-Airport, Complete	SY	10,730	$9.00	$ 96,570.00
8	P-101	Removal and Disposal of Existing PCCP, Complete	SY	11,130	$30.00	$ 333,900.00
9	P-152	Subgrade Preparation	SY	21,900	$5.50	$ 120,450.00
10	P-209	Crushed Aggregate Base Course, CIP	CY	3,900	$120.00	$ 468,000.00
11	P-304	Concrete-Treated Base Course, 5", Complete in Place with Bond-Breaking Materials incidental to this item	SY	20,530	$47.00	$ 964,910.00
12	P-501	Portland Cement Concrete Pavement, 10" Thickness, Complete	SY	20,530	$127.00	$ 2,607,310.00
13	P-401	Bituminous Surface Course, 5", Complete in Place, DOT Mix Design in locations adjacent to existing structures	TON	317	$240.00	$ 76,080.00
14	P-602	Bituminous Prime Coat	GAL	400	$8.00	$ 3,200.00
15	P-603	Bituminous Tack Coat	GAL	100	$8.00	$ 800.00
16	P-620	Airfield Marking, Complete in Place	SF	4,200	$2.80	$ 11,760.00

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
17	P-101, D-701	Remove Existing Drop Inlet and Grate, Install New Drop Inlet with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	3	$ 28,750.00	$ 86,250.00
18	D-701	New Drop Inlet, with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	1	$ 26,750.00	$ 26,750.00
19	D-701	24" Storm Drain Pipe, Complete in Place	LF	790	$ 170.00	$ 134,300.00
20	F-162	Remove Automatic Security Fence Gate Pedestal Keypad and Associated Bollards, and Reinstall Keypad at the same location, CIP, including all electrical connections to make Gate systems whole.	LS	1	$ 37,275.00	$ 37,275.00
21		Remove and Salvage Exiting Concrete Parking Bumper and Reinstall at the same location after paving operations are complete, CIP.	EA	1	$ 100.00	$ 100.00
22		Install Protection Bollards, CIP.	EA	3	$ 600.00	$ 1,800.00
23	GP's	Construction Staking, Complete	LS	1	$ 109,500.00	$ 109,500.00
24	C-105	Contractor Quality Control Testing, Complete	LS	1	$ 155,500.00	$ 155,500.00
25	P-101, D-701	Remove Existing Storm Drain all sizes including necessary trenching and additional excavation, Complete.	LF	812	$ 39.00	$ 31,668.00
26	P-101, D-701	Remove Existing Storm Drain Manhole, Complete	EA	1	$ 2,350.00	$ 2,350.00
27		Remove and Dispose of Existing Electrical Junction Box. Install new Electrical Junction Box at the same location, adjusted to new pavement grade, CIP.	EA	1	$ 615.00	$ 615.00
					Subtotal Base Option B:	$ 6,638,565.50
NMGRT @ 8.1875%:						$ 543,532.55
					Total Base Option B w/NMGRT:	**$ 7,182,098.05**

Signature: James Harris (May 20, 2025 17:19 MDT)

Email: jcharris@santafenm.gov

Signature: Emily K. Oster

Email: ekoster@santafenm.gov

Amendment 1, Full Packet, Termianl ramp Project, SG

Final Audit Report 2025-05-22

Created:	2025-05-20
By:	JoAnn Lovato (jdlovato@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzNfVRe9IKZrSGpCM2KtFQVc0EXbfxoP_

"Amendment 1, Full Packet, Termianl ramp Project, SG" History

Document created by JoAnn Lovato (jdlovato@santafenm.gov)
2025-05-20 - 10:55:47 PM GMT- IP address: 63.232.20.2

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2025-05-20 - 11:03:35 PM GMT

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2025-05-20 - 11:03:35 PM GMT

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2025-05-20 - 11:03:35 PM GMT

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-05-20 - 11:03:35 PM GMT

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2025-05-20 - 11:04:20 PM GMT- IP address: 63.232.20.2

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Signature Date: 2025-05-20 - 11:05:10 PM GMT - Time Source: server- IP address: 63.232.20.2

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Signature Date: 2025-05-20 - 11:08:40 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-05-20 - 11:15:06 PM GMT- IP address: 104.47.65.254

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Signature Date: 2025-05-20 - 11:15:42 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-05-20 - 11:19:27 PM GMT- IP address: 174.205.226.112

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Signature Date: 2025-05-20 - 11:19:46 PM GMT - Time Source: server- IP address: 174.205.226.112

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2025-05-21 - 1:11:53 AM GMT- IP address: 98.60.174.143

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-05-22 - 3:35:09 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-05-22 - 3:41:10 PM GMT - Time Source: server- IP address: 63.232.20.2

Document e-signed by Josie Bolden (jxbolden@santafenm.gov)
Signature Date: 2025-05-22 - 7:52:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-05-22 - 7:52:40 PM GMT

CITY OF SANTA FE

Date: May 21, 2025

To: Finance Committee, Governing Body

Via: Erin K. McSherry, City Attorney; EM
Elisa Montoya, Community Development Department Director; EDM
Daniel Hernandez, Metropolitan Redevelopment Agency Director DH

From: Matt Harding, City Attorney's Office Administrative Manager MH

Subject: Amendment #3 to Legal Services Agreement, Item #23-0635

Vendor Name: Brownstein Hyatt Farber Schreck, LLP

Vendor Number: 10076

ITEM AND ISSUE:
The City Attorney's Office respectfully requests your review and approval of Amendment #3 to Legal Services Agreement, Item #23-0635 to increase the not-to-exceed amount by $120,000 for a new total of $412,160.25 (including NMGRT) for legal services related to the development of the Midtown Property. The Metropolitan Redevelopment Agency will provide $60,000 of the additional funding appropriated for Midtown development, and the City Attorney's Office will provide the remaining $60,000. (Matt Harding, mrharding@santafenm.gov, (505) 955-6512).

This contract was originally approved on December 11, 2023 with an expiration date of December 31, 2025 and a compensation amount of $108,187.50 (including GRT). There have been two amendments to the contract: Amendment #1, increasing the compensation to $216,375.00 (including GRT) (Item #24-0422) and Amendment #2, increasing the compensation to $292,106.25 (including GRT) (Item #24-0584). The reason for Amendment #3 will be to increase compensation by an additional $120,000 (inclusive of GRT) for a not-to-exceed amount of $412,106.25.

1. Attach a single PDF containing the original contract and all amendments (if any).

Action Requested: Approval of Amendment #3 to Legal Services Agreement, Item #23-0635

BACKGROUND AND SUMMARY:
The City Attorney's Office sought outside counsel to assist with services related to the re-development of the Midtown Property. Next steps include entering additional disposition agreements for the remainder of the available properties.

PROCUREMENT METHOD:
Legal Services Agreements are exempt from the Procurement Code. Approved exemption on file with original contract.

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

Comment/Exceptions:_____

Supporting Information:

CONTRACT NUMBER:
The Munis contract number is 3204490
$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding sources are (50% each):
Fund Name/Number: General Fund/Fund 100
For FY26
Munis Org Name/Number: City Attorney's Office/1002550
Munis Object Name/Number: Legal Contract/510200
And for FY25
Munis Org Name/Number: Community Development/2120128
Munis Object Name/Number: Legal Contract/510200

If the project is grant funded? List grant award number*:* **N/A**_____

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

Project Ledger #: N/A_____

Budget Officer Approval:_____ **Date:**_____
Comment/Exceptions: _____

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

☐Yes | ☒ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No
If yes -> ☐Repair | ☐ Replacement

Please explain:_____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ Yes | ☒ No

Project Ledger #: N/A_____

Anticipated length of project: _____

Asset Manager Approval: _____ **Date:** _____
Comment/Exceptions: _____

Department Approvals:
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date**: _____
Approval: _____ **Title:** _____ **Date**: _____
Comment & Exceptions: _____

Department Contract Administrator Contact Info: Matt Harding, mrharding@santafenm.gov; 505-955-6512.

ATTACHMENTS:

Certificate of Liability Insurance
Amendment No. 3 to Legal Services Agreement
Legal Services Agreement, #23-0635
Amendment No. 1 to Legal Services Agreement (Midtown Property), #24-0422
Amendment No. 2 to Legal Services Agreement (Midtown Property), #24-0584

BROWNST-01 KOLEMANFICHT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/7/2025

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	CONTACT NAME: Casey Stalter
Thompson Flanagan & Company, LLC 626 West Jackson Blvd 5th Floor Chicago, IL 60661	PHONE (A/C, No, Ext): (312) 239-2806 92806 FAX (A/C, No): E-MAIL ADDRESS: cstalter@thompsonflanagan.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters at Lloyds London (IL)	15792
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Brownstein, Hyatt, Farber & Schreck, L.L.P.
675 15th Street, Suite 2900
Denver, CO 80202

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	
	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 Liab.			B0572MR250862	5/1/2025	5/1/2026	Per Claim	
A	Professional Liab.			B0572MR250862	5/1/2025	5/1/2026	Aggregate	

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

The insured's limits of liability meet or exceed the required amount

The Primary Policy is a Quota-Share Policy between LLoyd's of London (Tysers) ((65%)), Scottsdale Insurance Company (Huntersure) ((15%)), National Fire & Marine Insurance Co. (Berkshire) ((10%)), Columbia Casualty Company (C.N.A.) ((5%)), and Endurance American Specialty Insurance Company (Sompo) ((5%)).

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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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Thompson Flanagan & Company, LLC		Brownstein, Hyatt, Farber & Schreck, L.L.P. 675 15th Street, Suite 2900 Denver, CO 80202
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Limits
Scottsdale Insurance Company (Huntersure) ((15%))
Policy Number: MSTLPL-00304

National Fire & Marine Insurance Co. (Berkshire) ((10%))
Policy Number: 42-EPP-303092-09

Columbia Casualty Company (C.N.A.) ((5%))
Policy Number: 652334162

Endurance American Specialty Insurance Company (Sompo) ((5%)).
Policy Number: LPW30018918703

1st Excess Carrier

Aspen Specialty Insurance Company
Policy Number: LX00LUQ25

2nd Excess Quota-Share Carriers
The second excess policy is a Quota-Share Policy between Evanston Insurance Company (Markel) ((50% Line)) and Columbia Casualty Company (CNA) ((50% Line))

Evanston Insurance Company (Markel) ((50% Line))
Policy Number: MKLV7PL0006892

Columbia Casualty Company (C.N.A.) ((50% Line))
Policy Number: 652334193

3rd Excess Quota-Share Carriers
The third excess policy is a Quota-Share Excess policy between Hudson Excess Insurance Company (50% Line) and Palms Insurance Company, Ltd. (50% Line)

Hudson Excess Insurance Company (50% Line)
Policy Number: LPX-1000042-2

Palms Insurance Company, Ltd. (50% Line)
Policy Number: NPPLPXBB0020-02

4th Excess Quota-Share Carriers
The fourth excess policy is a Quota-Share Policy between Endurance American Specialty Insurance Company (Sompo) ((50% Line)) and Great American Insurance Company (50% Line)

Endurance American Speicalty Insurance Company (Sompo) ((50% Line))
Policy Number: LXT30018918003

Great American Insurance Company (50% Line)
Policy Number: LAXE558735

5th Excess Quota-Share Carriers
The fifth excess policy is a Quota-Share Excess Policy between Ironshore Specialty Insurance Company (67% Line) and Crum & Forster Specialty Insurance Company (33% Line)

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Thompson Flanagan & Company, LLC	Brownstein, Hyatt, Farber & Schreck, L.L.P. 675 15th Street, Suite 2900 Denver, CO 80202
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Ironshore Specialty Insurance Company (67% Line)
Policy Number: LPL7CABV4DS006

Crum & Forster Specialty Insurance Company (33% Line)
Policy Number: LOL-109211

6th Excess Quota-Share Carriers
The sixth excess policy is a Quota-Share Excess Policy between Westfield Specialty Insurance Company (20% Line), Texas Insurance Company (Applied) ((20% Line)), Vantage Specialty Insurance Company (20% Line), QBE Specialty Insurance Company (20% Line), and Fair American Select Insurance Company (ATRI) ((20% Line))

Westfield Specialty Insurance Company (20% Line)
Policy Number: ELP-321402W-02

Texas Insurance Company (Applied) ((20% Line))
Policy Number: BFLLLETCO011500_021435_03

Vantage Specialty Insurance Company (20% Line)
Policy Number: P03PL0000035012

QBE Specialty Insurance Company (20% Line)
Policy Number: 130004778

Fair American Select Insurance Company (ATRI) ((20% Line))
Policy Number: LPX-3001689-00

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Item#_____
Munis Contract: 3204490
Original Contract Item# 23-0635
SWPA/GSA/Coop/RFP/ITB #: Exempt

CITY OF SANTA FE
AMENDMENT No. 3 TO
Legal Services Agreement
ITEM# 23-0635

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE LEGAL SERVICES AGREEMENT, dated December 11, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Brownstein Hyatt Farber Schreck, LLP (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 legal services regarding real estate transactions related to development and disposition of certain parcels of the Midtown Property.

B. Pursuant to Article 13 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, Section B, last paragraph, is amended to increase the amount of compensation by a total of one hundred twenty thousand dollars ($120,000), including gross receipts tax, so that Article 3, Section B, last paragraph, reads in its entirety as follows:

> The compensation under this Contract, inclusive of the amount for the Memorandum, is not to exceed three hundred eighty thousand nine hundred eighteen dollars and fifty-four cents ($380,918.54), excluding gross receipts tax, unless amended in writing pursuant to Paragraph 13. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling up to thirty-one thousand one hundred eighty-seven dollars and seventy-one cents ($31,187.71) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement,**

including gross receipts tax and expenses, shall not exceed $412,106.25. 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 those services in excess of the total compensation amount being provided.

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, MAYOR

DATE:_____

CONTRACTOR, Brownstein Hyatt Farber Schreck, LLP:

Amy J Diaz (May 7, 2025 23:20 MDT)
Amy Diaz, SENIOR PARTNER

DATE: 05/07/2025

CRS#: 03126853006
Registration # 236057

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Erin McSherry
Erin McSherry (May 8, 2025 08:09 MDT)
ERIN MCSHERRY, CITY ATTORNEY

APPROVED FOR FINANCES:

_____

EMILY OSTER, FINANCE DIRECTOR

Contract_Amendment 3_Brownstein

Final Audit Report 2025-05-08

Created:	2025-05-07
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW494_ag7wy5OrPDuXUsotgv3Mkxrlf4y

"Contract_Amendment 3_Brownstein" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
2025-05-07 - 11:02:39 PM GMT- IP address: 63.232.20.2

Document emailed to Amy Diaz (adiaz@bhfs.com) for signature
2025-05-07 - 11:03:27 PM GMT

Email viewed by Amy Diaz (adiaz@bhfs.com)
2025-05-08 - 4:44:51 AM GMT- IP address: 174.215.19.192

Signer Amy Diaz (adiaz@bhfs.com) entered name at signing as Amy J Diaz
2025-05-08 - 5:20:52 AM GMT- IP address: 174.215.19.192

Document e-signed by Amy J Diaz (adiaz@bhfs.com)
Signature Date: 2025-05-08 - 5:20:54 AM GMT - Time Source: server- IP address: 174.215.19.192

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2025-05-08 - 5:20:56 AM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2025-05-08 - 2:09:17 PM GMT- IP address: 104.47.64.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2025-05-08 - 2:09:36 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-05-08 - 2:09:36 PM GMT

CITY OF SANTA FE
LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Brownstein Hyatt Farber Schreck, LLP, (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall advise the City regarding real estate transactions related to development and disposition of certain parcels of the Midtown Property ("Midtown"). The real estate transactions may be complex and multidimensional.

A. Due to Midtown's complex site history and the need for the City and the Contractor to share a common understanding of that history, the Contractor shall, at the outset of its representation, analyze the Midtown Link Overlay District, Governing Body resolutions, Midtown Master Plan, Community Development Plan, and other project-related documents (collectively, "Project Documents") and prepare a comprehensive memorandum summarizing Midtown's current entitlements (the "Memorandum").

B. After completing the Memorandum, legal services work will include, as it is requested by the City's City Attorney's Office, some combination of the following services:

- Becoming familiar with previously issued Requests for Proposals ("RFPs") and all Exhibits and existing Exclusive Negotiation Agreements ("ENAs") for Midtown redevelopment;
- Advising the City regarding future RFPs and ENAs for development and disposition of parcels for housing, mixed use development, etc.
- Advising on best practices for negotiating and financing large-scale, public-private partnership development projects, based on experience, research, and the unique characteristics of Midtown;
- Advising regarding the City's due diligence investigations and any required disclosures;
- Assisting with or taking the lead on drafting and negotiating purchase and sale agreements ("Disposition and Development Agreements" or "DDAs") for certain parcels, including advising on key performance requirements, benchmarks, and opportunities to protect the City's public interest in the development phasing; and advising on protecting the City's long-term interest in the multi-phased, multi-year development program;
- Satisfying pre-closing conditions and preparing for closing;
- Closing title;
- Resolving any post-closing items; and
- Assisting with drafting legal terms regarding financial and other transactions that include obligations for implementing infrastructure or other development activities.

- Provide counsel and representation, as needed, in relation to Local Economic Development Act incentives, tax incentives, the New Mexico Affordable Housing Act, and other development opportunities.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law.

3. COMPENSATION

A. Memorandum: The Contractor shall prepare the Memorandum described in 1.A. at a fixed-fee amount of $15,000, excluding GRT, to be paid upon the City Attorney's Office written acceptance of the Memorandum.

B. Other Services: Following completion of the Memorandum, the City shall pay to the Contractor in full payment for all other services satisfactorily performed at the following rates. The Contractor records time in 6-minute increments, and Contractor's monthly billing statements will be based on time recorded in those increments.

	Commencing upon completion of the Memorandum	Commencing on January 1, 2025
Amy Diaz	$595 / hour	$625 / hour
Greg Vallin	$595 / hour	$625 / hour
Caitlin Quander	$545 / hour	$575 / hour
Andrew Rothberg	$425 / hour	$450 / hour
Angela Hygh	$410 / hour	$435 / hour
Matthew Nilsen	$400 / hour	$420 / hour
Kathy Oster, Paralegal	$355 / hour	$375 / hour
Taylor Wright, Paralegal	$300 / hour	$315 / hour

In the course of the Contractor's representation, it is anticipated that Amy Diaz will supervise and coordinate most of the work on this matter, with the assistance of the attorneys and paralegals listed above. If it becomes necessary for the Contractor to replace an attorney or paralegal listed above, the Contractor will provide the City with written notice of the replacement attorney or paralegal of comparable experience and hourly rate. In addition, to best serve the City's interests, the Contractor may recommend other attorneys affiliated with Contractor with specialized expertise to assist on this matter, provided that the Contractor shall obtain the City's prior written consent before engaging any such attorney on this matter.

It is anticipated that most third-party costs, including large format printing, title fees, recording fees, closing costs, survey, engineering, and consultant fees, will be incurred directly by the City and not advanced by the Contractor on the City's behalf. However, in addition to fees incurred for legal work, the City agrees to reimburse the Contractor for certain third-party expenses incurred by the Contractor on the City's behalf, such as ordinary postage, overnight delivery fees, electronic filing fees, or pre-approved expert fees (collectively, "Costs"), provided that such Costs do not exceed five hundred dollars ($500.00) per month without the City's prior consent.

The compensation under this Contract, inclusive of the amount for the Memorandum, is not to exceed one hundred thousand dollars ($100,000.00), excluding gross receipts tax, unless amended in writing pursuant to Paragraph 13. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling up to eight thousand, four hundred thirty-seven dollars and fifty cents ($8437.50) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($108,437.50). 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 those services in excess of the total compensation amount being provided.**

C. Payment: 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.

D. Monthly Invoices: Contractor must submit a detailed statement accounting for all services performed and Costs 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.

E. Retainer Deposit: The City agrees to deposit the sum of $5,000 as an advance fee deposit and as security for the Contractor's final invoice. This deposit will be held in the Contractor's trust account for this representation, and the Contractor will bill the City monthly. The City agrees to pay the Contractor's undisputed bills on monthly basis following the City's receipt of a detailed monthly invoice, and the Contractor will apply such

payments to its legal fees and Costs. Upon the conclusion of the representation, the Contractor will apply the deposit against its final invoice, and any unused amount remaining in the trust account will be returned to the City after payment in full of its final bill.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2025,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13-1-150.

4. 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 provided by the applicable Rules of Professional Conduct or 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.

5. **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.

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 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. **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.

8. **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.

9. **Release.**

Final payment following the conclusion of the engagement and the termination of the attorney-client relationship 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.

10. 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, except as allowed under the applicable Rules of Professional Conduct.

11. 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.

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.

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.

E. Contractor's engagement is limited as described in Section 1. Scope of Services of this Agreement ("Services"). Contractor and City have agreed that Contractor's representation is solely of the City and does not constitute a representation of any other entity. Contractor may currently represent clients on matters adverse to City or subdivisions,

departments, or agencies of the City, and Contractor reserves the right to do so in the future, provided however, that the attorneys working on this matter, identified under Section 3 of the contract, would not represent other clients adverse to the City during the term of this agreement and any amendments.

As a condition to our undertaking this matter for City, City agrees that Contractor may represent existing or new clients in any future matter that is not substantially related to our work for City as defined in Section 1 of this Agreement, even if the interests of such clients in those other matters are directly adverse to City. Contractor has advised City to consult with independent counsel before providing consent and agreeing to this advance waiver, and has adequate opportunity to do so.

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. 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.

15. Penalties for violation of law.

The Procurement Code, NMSA 1978, Sections 13-1-28 to -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.

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 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. 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, Section 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.

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 Agreement may be terminated by the City.

19. 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.

20. 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.

Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

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 contract). Limits shall not be less than the following:

(1)Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.

(2)Property damage or combined single limit coverage: $1,000,000.

(3)Automobile liability (including non-owned automobile coverage): $1,000,000.
(4)Umbrella: $1,000,000.

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.

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 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

22. Indemnification.

The Contractor shall indemnify and the City from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the professionally negligent act or failures to act of the Contractor, its officers, employees, servants, subcontractors or agents, subject to and only to the extent such indemnification is not inconsistent with the coverage provided by Contractor's professional liability insurance policy. 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. Nothing in this provision shall broaden the Contractor's liability for negligent or tortious acts or omissions beyond that provided by governing law (including comparative and contributory negligence principles) or impose liability on the Contractor where no negligent or tortious conduct is proven. This provision shall not apply to any settlement or payment effected without prior written consent of the Contractor.

23. 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.

24. 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.

25. 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: Erin K. McSherry, City Attorney
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
ekmcsherry@santafenm.gov

To the Contractor: Amy Diaz
201 Third Street NW
Suite 1800
Albuquerque, NM, 87102-4386
adiaz@bhfs.com

26. 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.

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 (Dec 11, 2023 17:32 MST)

JOHN BLAIR, CITY MANAGER

DATE: Dec 11, 2023

Brownstein Hyatt Farber Schreck, LLP:

Amy Diaz
SENIOR PARTNER

DATE: 11/13/2023

CRS# 03126853006

City Business
Registration # 236057

ATTEST:

Geralyn Cardenas (Dec 12, 2023 10:54 MST)

GERALYN CARDENAS, INTERIM CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

Erin McSherry
Erin McSherry (Oct 18, 2023 11:50 MDT)

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Emily K. Oster
Emily K. Oster (Dec 11, 2023 15:04 MST)

EMILY OSTER, FINANCE DIRECTOR

1002550.510200

Business Unit Line Item

Item# 24-0422
Munis Contract: 3204490
Original Contract Item# 23-0635
SWPA/GSA/Coop/RFP/ITB #: Exempt

CITY OF SANTA FE
AMENDMENT No. 1 TO
Legal Services Agreement
ITEM# 23-0635

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE LEGAL SERVICES AGREEMENT, dated December 11, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Brownstein Hyatt Farber Schreck, LLP (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 legal services regarding real estate transactions related to development and disposition of certain parcels of the Midtown Property.

B. Pursuant to Article 13 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, Section B, last paragraph, is amended to increase the amount of compensation by a total of one hundred thousand dollars, excluding gross receipts tax, so that Article 3, Section B, last paragraph, reads in its entirety as follows:

> The compensation under this Contract, inclusive of the amount for the Memorandum, is not to exceed two hundred thousand dollars ($200,000.00), excluding gross receipts tax, unless amended in writing pursuant to Paragraph 13. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling up to sixteen thousand, eight hundred seventy-five dollars ($16,375.00) shall be paid by the City to the Contractor.
> **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($216,375.00). 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 those services in excess of the total compensation amount being provided.

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 (Jun 27, 2024 12:32 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 27, 2024

CONTRACTOR, Brownstein Hyatt Farber Schreck, LLP:

Amy Diaz, SENIOR PARTNER

DATE: 06.05.2024

CRS#: 03126853006
Registration # 236057

ATTEST:

GERALYNCARDENAS, INTERIM CITY CLERK
GB MTG 06/26/24

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 6, 2024 08:33 MDT)

PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Procurement_Checklist_Brownstein Amend 1

Final Audit Report 2024-06-05

Created:	2024-06-05
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACFOngntyx9htx5oTcVRs6DV3GlslsUMS

"Procurement_Checklist_Brownstein Amend 1" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-06-05 - 7:16:19 PM GMT- IP address: 63.232.20.2

Document e-signed by Amy Cawthon (amcawthon@santafenm.gov)
Signature Date: 2024-06-05 - 7:17:32 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2024-06-05 - 7:17:33 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2024-06-05 - 7:40:05 PM GMT- IP address: 104.47.65.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2024-06-05 - 7:58:31 PM GMT - Time Source: server- IP address: 63.232.20.2

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Brownstein Amendment 1 PACKET

Final Audit Report 2024-06-13

Created:	2024-06-10
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcDlze88-7a66jol-LpSb35rhVLaQUpmV

"Brownstein Amendment 1 PACKET" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-06-10 - 3:58:42 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-06-10 - 4:03:39 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-06-10 - 4:19:30 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-06-10 - 4:19:58 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
2024-06-10 - 4:20:02 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-06-12 - 1:55:41 PM GMT- IP address: 172.226.190.13

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-06-13 - 3:00:47 PM GMT- IP address: 104.28.57.246

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-06-13 - 8:45:09 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2024-06-13 - 8:49:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-06-13 - 8:49:49 PM GMT

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Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2024-06-13 - 11:19:20 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-06-13 - 11:22:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-06-13 - 11:22:02 PM GMT

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Signature: XAVIER VIGIL (Jun 27, 2024 12:20 MDT)

Email: xivigil@santafenm.gov

Item# 24-0584
Munis Contract: 3204490
Original Contract Item# 23-0635
SWPA/GSA/Coop/RFP/ITB #: Exempt

CITY OF SANTA FE
AMENDMENT No. 2 TO
Legal Services Agreement
ITEM# 23-0635

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE LEGAL SERVICES AGREEMENT, dated December 11, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Brownstein Hyatt Farber Schreck, LLP (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 legal services regarding real estate transactions related to development and disposition of certain parcels of the Midtown Property.

B. Pursuant to Article 13 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, Section B, last paragraph, is amended to increase the amount of compensation by a total of seventy thousand dollars, excluding gross receipts tax, so that Article 3, Section B, last paragraph, reads in its entirety as follows:

> The compensation under this Contract, inclusive of the amount for the Memorandum, is not to exceed two hundred and seventy thousand dollars ($270,000.00), excluding gross receipts tax, unless amended in writing pursuant to Paragraph 13. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling up to twenty-two thousand, one hundred and six dollars and twenty-five cents ($22,106.25) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $292,106.25. 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 those services in excess of the total compensation amount being provided.

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 (Sep 27, 2024 15:59 MDT)

ALAN WEBBER, MAYOR

DATE: Sep 27, 2024

CONTRACTOR, Brownstein Hyatt Farber Schreck, LLP:

Amy Diaz, SENIOR PARTNER

DATE: 9/16/2024

CRS#: 03126853006
Registration # 236057

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 09/25/2024 XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Sep 17, 2024 13:35 MDT)

PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Contract_Amendment 2_Brownstein-Final CAO

Final Audit Report 2024-09-17

Created:	2024-09-17
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA461UQ6m1ACXjOITttaZyRxZlfbnJkudR

"Contract_Amendment 2_Brownstein-Final CAO" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-09-17 - 7:10:43 PM GMT- IP address: 63.232.20.2

Document emailed to pfeghali@santafenm.gov for signature
2024-09-17 - 7:11:05 PM GMT

Email viewed by pfeghali@santafenm.gov
2024-09-17 - 7:35:05 PM GMT- IP address: 104.47.64.254

Signer pfeghali@santafenm.gov entered name at signing as Patricia Feghali
2024-09-17 - 7:35:34 PM GMT- IP address: 63.232.20.2

Document e-signed by Patricia Feghali (pfeghali@santafenm.gov)
Signature Date: 2024-09-17 - 7:35:36 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-09-17 - 7:35:36 PM GMT

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Signature: Erin McSherry
Erin McSherry (May 21, 2025 10:01 MDT)

Email: ekmcsherry@santafenm.gov

Signature: Elisa D. Montoya
Elisa D. Montoya (May 21, 2025 13:57 MDT)

Email: edmontoya1@santafenm.gov

Signature: Daniel Hernandez
Daniel Hernandez (May 23, 2025 16:45 MDT)

Email: dahernandez@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: May 12, 2025

To: Governing Body and Quality of Life Commitee

From: Andréa Salazar, City Clerk AS

RE: Railyard Plaza Summer Scene Concert Sponsored by IndigenousWays

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EXECUTIVE SUMMARY:

The proposed resolution would grant permission to As Above, So Below distillery to serve beer and wine at the Railyard Plaza Summer Scene Concerts Sponsored by IndigenousWays on City of Santa Fe ("City") property, in the Railyard Plaza, on August 15, 2025.

BACKGROUND:

SFCC 1987, Section 23-6.1, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in Section 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses the required elements:

- the event is the Railyard Plaza Summer Scene Concerts sponsored by IndigenousWays;
- the location is the Railyard Plaza;
- the date is August 15, 2025;
- the alcohol served will be beer and wine;
- 500 to 1,000 attendees are expected;
- a Public Celebration Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in the amount of not less than $2,000,000.00, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE RAILYARD PLAZA SUMMER SCENE CONCERT SPONSORED BY INDIGENOUSWAYS ON AUGUST 15, 2025, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2, governs the consumption of alcohol on City property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, the Railyard Plaza Summer Scene Concert event series has taken place annually for sixteen (16) years; and

WHEREAS, the Railyard Plaza Summer Scene Concert on August 15, 2025, will be sponsored by IndigenousWays; and

WHEREAS, IndigenousWays is a Native-led Indigenous Arts nonprofit that highlights

indigenous artists of all media; and

WHEREAS, since 2007, IndigenousWays has offered educational programs, including artistic and musical performances, as well as initiatives aimed at promoting cultural awareness, values, and traditions; and

WHEREAS, IndigenousWays intends to work with "As Above, So Below", a local distillery, to serve beer and wine for the event, promoting a local business to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during the Railyard Plaza Summer Scene Concert sponsored by IndigenousWays, is hereby approved according to the following parameters:

Event:	Railyard Plaza Summer Scene Concert Sponsored by IndigenousWays
Dates:	August 15, 2025
Hours:	6:30 p.m. to 9:30 p.m.
Location:	Railyard Plaza
Number of expected attendees:	500 to 1,000
Type of alcohol to be served:	Beer and Wine
Required Permits:	Public Celebration Permit
Required Insurance:	Liquor Liability and General Liability insurance with limits not less than $2,000,000, per occurrence and in aggregate, with the City of Santa Fe, its officials, directors, employees, and agents as additional insureds on a primary and noncontributory basis. As Above, So Below Distillery shall provide the City with Certificates of Insurance and applicable endorsements

evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (May 14, 2025 10:07 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Railyard Plaza Summer Scene Concert Sponsored by IndigenousWays

FIR No. 10680.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Railyard Plaza Summer Scene Concert Sponsored by IndigenousWays

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerks Office

Staff Completing FIR: Andréa Salazar, City Clerk **Date:** 5/12/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: Erin McSherry (May 14, 2025 10:07 MDT) **Date:** _____

Reviewed by Finance Director: Emily K. Oster **Date:** 05/16/2025

Summary:
The proposed Resolution would authorize the sale and consumption of beer and wine at the Railyard Plaza Summer Scene Concert sponsored by IndigenousWays. The Railyard Plaza Summer Scene Concert sponsored by IndigenousWays will be held at the Railyard Plaza on August 15, 2025, from 6:30 p.m. to 9:30 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property that are not specifically listed in Section 6.2(A).

Departments Affected:
City Clerk's Office

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Railyard Plaza Summer Scene Concert on August 15, 2025, will not be able to serve beer and wine.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None.

Fiscal Implications:
None.

Fiscal Impact

X 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:

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: 
ANDREA SALAZAR (May 6, 2025 09:58 MDT)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: May 13, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: Notifying the County Clerk of a Regular Local Election on November 4, 2025

EXECUTIVE SUMMARY:

The proposed resolution would notify the Santa Fe County Clerk that the regular election ton November 4, 2025, will include elections for one City Councilor from each council district and the Mayor of the City of Santa Fe, each for a four-year term.

BACKGROUND:

Pursuant to SFCC 1987, Section 9-1.6(A), the Governing Body is required to adopt an election resolution no earlier than one hundred fifty (150) days and no later than one hundred twenty (120) days prior to the date of the regular municipal election. The City must deliver the notification of the election resolution to the Santa Fe County Clerk pursuant to NMSA 1978, Section 1-22-4(A).

ATTACHMENTS:

Resolution
FIR

FIR No. 10669.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Notifying the County Clerk of a Regular Local Election on November 4, 2025

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar, City Clerk **Date:** 3/26/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: Erin McSherry **Date:** 05/21/2025
Erin McSherry (May 21, 2025 13:31 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 05/22/2025

Summary:
The proposed resolution notifies the Santa Fe County Clerk of the positions the regular local election on November 4, 2025 will fill the four-year terms for one City Councilor from each council district and the Mayor of the City of Santa Fe.

Departments Affected:
City Clerk's Office.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the City will not notify the County Clerk the positions the regular local election on November 4, 2025 will fill, violating SFCC 1987, Section 9-1.6(A), which requires the Governing Body to adopt a resolution no earlier than one hundred fifty (150) days and no later than one hundred twenty (120) days prior to the date of the regular local election.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
SFCC 1987, Section 9-1.6(A). NMSA 1987, Section 1-22-4(A) requires the City to notify the county clerk of all local government positions that the next regular election will fill.

Performance and Administrative Implications:
The Resolution requires the City Clerk to send the resolution to the Santa Fe County Clerk.

Fiscal Implications:
None.

Fiscal Impact

X 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:

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: ANDREA SALAZAR (May 12, 2025 11:16 MDT)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: May 15, 2025

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

From: Emily K. Oster, Finance Director EKO

Via: Mark Scott, City Manager MS
MS

RE: General Obligation Bond Parameters

EXECUTIVE SUMMARY:

The proposed bill would authorize the issuance and sale of up to $25,000,000 of City of Santa Fe ("City"), tax-exempt general obligation bonds payable from ad valorem property taxes.

The proposed bond sale was approved at the General Election held November 5, 2024 with 34,469 "yes" votes, which was over 84% of total votes. As stated in the ballot question, the bond proceeds would be used to construct, design, equip, and improve roads and streets within the City.

The bonds would be sold by either competitive sale or negotiated sale. The proposed bill delegates authority to the City's Finance Director to either accept the best bid for the Bonds if sold by competitive sale or, if the Bonds are sold in a negotiated sale to an underwriter, to execute a certificate and bond purchase agreement establishing the final terms of the Bonds. The proposed bill also authorizes the Finance Director to determine final terms of the Bonds within specified parameters and conditions including: (A) The aggregate principal amount of the bonds shall not exceed $25,000,000; (B) The net effective interest rate on the Bonds shall not exceed 10% per annum; (C) The final maturity of the Bonds shall not be later than August 1, 2045; (D) The Bonds shall not be sold at less than 100% of par, or at greater than 115% of par; and (E) The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

Interest expense of $593,750 for FY 2026 and $1,187,500 for FY 2027 was estimated based on the following assumptions: the bonds are sold at an interest rate of 4.75%, the full $25,000,000 of bonds is sold in July/August 2025, the first interest payment is due February 1, 2026, and principal repayment begins in 2031. Estimated interest expense for the full 20-year term of the bonds is approximately $17,500,000.

Approval of the proposed bill would provide the funding necessary to allow the Public Works Department to move forward with planned efforts to construct, design, equip, and improve City of Santa Fe roads and streets.

ATTACHMENTS:
Bill
FIR
Memo Attachment - Memo to City re. GO Bond Parameters Ordinance

MEMORANDUM

From: Peter Franklin, Modrall Sperling
Bond Counsel to the City of Santa Fe

To: Governing Body of the City of Santa Fe

Through: Emily K. Oster, Finance Director

Subject: Bond Parameters Ordinance authorizing the issuance of General Obligation Bonds approved at the General Election held on November 5, 2024

Date: May ___, 2025

1. Background.

The Governing Body of the City adopted Resolution No. __ on [August 14, 2024] pursuant to which it submitted the following question to be placed on the ballot at the election to be held on November 5, 2024 (the "Election"): "Shall the City of Santa Fe issue up to $25,000,000 in general obligation bonds payable from property taxes to construct, design, equip, and improve roads and streets within the City?" At that election, a majority of the electors of the City voted in favor of the question.

Article IX, Section 12 of the Constitution of the State provides that "no city, town or village shall contract any debt except by ordinance… . " The attached ordinance authorizes the issuance and sale of the general obligation bonds approved at the Election (the "Series 2025 Bonds" or the "Bonds") by either a competitive or negotiated sale, subject to specified parameters, each as described below. The Ordinance delegates authority to the City Finance Director to either accept the best bid for the Bonds if sold by competitive sale or, if the Bonds are sold in a negotiated sale to an underwriter, to execute a certificate and bond purchase agreement establishing the final terms of the Bonds. The section and subsection references below refer to the corresponding sections and subsections of the Ordinance unless otherwise indicated.

2. The Ordinance.

A. Sale of the Bonds by either competitive sale or negotiated sale.

1. Competitive Sale. Section 1 authorizes the sale of the Bonds either by a competitive sale pursuant to a Notice of Sale of the Bonds to be published in the *Santa Fe New Mexican* and by other methods, including publication in financial periodicals and distribution among investment bankers of a Preliminary Official Statement in the form included with the Ordinance. Section 2 approves the forms of the Notice of Bond Sale for newspaper publication (Ordinance Exhibit A-1), and the Official Notice of Bond Sale (Ordinance Exhibit A-2) and appended to the Preliminary Official Statement.

2. Negotiated Sale. Subsection B of Section 1 provides that if, due to market conditions, the Finance Director, in consultation with the City's Municipal Advisor and Bond Counsel, deems it advisable that the Bonds be sold in a negotiated sale to an underwriter or underwriting group (the "Underwriter"), the Finance Director shall coordinate for the selection of an Underwriter and the negotiated sale of the Bonds to the Underwriter pursuant to a bond purchase agreement.

B. Delegation of authority to the Finance Director to determine final terms of the Bonds within specified parameters.

Section 3 provides for the Finance Director to execute an Award Certificate setting forth the final terms of the Bonds, which must meet the parameters and conditions listed below:

(A) The aggregate principal amount of the bonds shall not exceed $25,000,000;
(B) The net effective interest rate on the Bonds shall not exceed 10% per annum;
(C) The final maturity of the Bonds shall not be later than August 1, 2045;
(D) The Bonds shall not be sold at less than 100% of par, or at greater than 115% of par; and
(E) The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

C. Summary of the other provisions of the Ordinance.

Section 4 specifies that the Bonds will be dated the date of delivery, will issued in a single series, and in denominations of $5,000 or integral multiples thereof; provides for the payment of interest beginning on February 1, 2026, and on each February and August thereafter, and shall mature on August 1 in the years 2030 through 2045; provides details regarding the registration and payment of debt service on the Bonds; provides for redemption of the Bonds maturing on and after August 1, 2036 may be redeemed at the option of the City in whole or in part on and after August 1, 2035.

Section 5 provides that the Bonds constitute general obligations of the City, payable from *ad valorem* property taxes, and that the full faith and credit of the City is irrevocably pledged to pay the principal of and interest on the Bonds.

Sections 6 through 9 provide details concerning the execution and authentication of the Bonds, the issuance and registration of the Bonds with the Depository Trust Company (the "Depository"), the payment of principal and interest on the Bonds by the Registrar/Paying Agent to the Depository, approves a form of Registrar/Paying Agent agreement with BOKF, NA and provides for the appointment of a successor Registrar/Paying agent under certain conditions. BOKF, NA has served as Registrar and Paying Agent under a separate agreement with the City for each series of publicly marketed bonds issued by the City, beginning with the City's $32,725,000 Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2012A. Each agreement was procured as a small purchase, based on the compensation to be paid by the City ranging from $175 to $300 as an acceptance fee, and an annual fee ranging from $225 to $300, payable during the term of the bond series corresponding to each agreement. Pursuant to the Registrar/Paying Agent Agreement proposed in connection with the Series 2025 Bonds, the acceptance fee is $300 and the annual fee is $300.

Section 10 provides the form of the Bonds.

Section 11 provides for the delivery of the Bonds to the lawful purchaser identified in the Award Certificate.

Section 12 provides for the annual levy of *ad valorem* property taxes sufficient to pay debt service on the Bonds at the time it is due, and for the taxes to be kept by the City in its interest and sinking fund, to be used solely for the purpose of paying debt service on the Bonds.

Section 13 authorizes the Mayor, City Clerk, City Manager, Finance Director and other officers and employees of the City to take all action necessary or appropriate to effectuate the provisions of the Ordinance, including the distribution of the Official Notice of Bond Sale, the preparation and distribution of the Preliminary Official Statement, the delivery of closing certificates and a continuing disclosure agreement.

Section 14 provides that the City will restrict the use of proceeds of the Bonds, will apply the proceeds to governmental purpose of the Bonds, and will comply with the other applicable federal requirements, so as to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 15 provides that Bonds will be deemed to be paid and no longer outstanding ("Defeased") when the City has provided for the payment of the principal of and accrued interest on such Bonds by irrevocably depositing money or government securities sufficient to pay the principal and interest on such Bonds when due, and that Defeased Bonds shall no longer be secured by the *ad valorem* property taxes levied for payment of the Bonds.

Section 16 provides that the City may invest proceeds of the Bonds as permitted by law and federal requirements applicable to the tax-exempt status of the Bonds.

Section 17 provides that, after the Bonds have been issued, the Ordinance shall constitute a contract between the City and holders of the Bonds while they are outstanding.

Sections 18 provides that the invalidity or unenforceability of any provision of the Ordinance shall not affect the validity or enforceability of its remaining provisions.

Section 19 provides that all action inconsistent with the Ordinance are repealed to the extent of such inconsistency.

Sections 20 and 21 provide for recordation of the Ordinance, publication of a notice of its adoption in a newspaper of general circulation in the City, and the form of such notice.

MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A.

By:_____
Peter Franklin,
Shareholder/Attorney

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) ss.

CITY OF SANTA FE)

The Governing Body (the "Governing Body") of the City of Santa Fe, New Mexico (the "City"), met in regular session in full conformity with the law and the rules and regulations of the Governing Body at the Santa Fe Municipal Offices, 200 Lincoln Avenue, Santa Fe, New Mexico on the ____ day of _____, 2025, at the hour of_____. Upon roll call, the following members were found to be present:

PRESENT: Mayor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

ABSENT: _____

_____

_____

ALSO PRESENT: _____

Thereupon, there was officially filed with the Clerk a copy of a proposed ordinance in final form.

PUBLIC HEARINGS

***

CONSIDERATION OF BILL NO. 2025-14

ADOPTION OF ORDINANCE NO. 2025-____

Authorizing issuance and sale of General Obligation Improvement Bonds, Series 2025 in

a principal amount of $25,000,000.

CITY OF SANTA FE, NEW MEXICO

COUNCIL BILL NO. 2025-14

ORDINANCE NO. _____

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-14

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth

A BILL

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SANTA FE, NEW MEXICO, TAX-EXEMPT GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025, IN THE PRINCIPAL AMOUNT OF $25,000,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, CERTAIN TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT THEREOF; DELEGATING AUTHORITY TO EACH OF THE MAYOR, CITY MANAGER AND CITY FINANCE DIRECTOR TO APPROVE A FORM OF NOTICE OF COMPETITIVE SALE OF THE BONDS OR, IF DEEMED ADVISABLE, THE SELECTION OF UNDERWRITERS TO SELL THE BONDS IN A NEGOTIATED SALE, AND TO DETERMINE THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS IN AN AWARD CERTIFICATE; APPROVING THE FORM OF AN AGREEMENT FOR REGISTRAR AND PAYING AGENT SERVICES TO BE PROVIDED BY BOKF, NA AND

underscored material = new [~~bracketed material~~] = delete

AUTHORIZING ITS EXECUTION AND DELIVERY; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Ordinance unless the context requires otherwise.

WHEREAS, the City is a legally and regularly created, established, organized and existing home-rule municipality under the constitution and general laws of the State of New Mexico; and

WHEREAS, at a general obligation bond election duly called and held for the City of Santa Fe, State of New Mexico, (the "City") on November 5, 2024 (the "Election"), the electors of the City authorized the Governing Body of the City (the "Governing Body") to contract bonded indebtedness on behalf of the City and upon the credit thereof by issuing general obligation bonds of the City to secure funds for the following purposes in the following amounts:

Purpose	Amount Authorized at Election	Amount Previously Issued
Shall the City of Santa Fe issue up to $25,000,000 in general obligation bonds payable from general (*ad valorem*) taxes to acquire, construct, design, equip and improve road and street improvements within the City?"	$25,000,000	-0-

WHEREAS, the Governing Body has determined, and does hereby determine, that it is necessary and in the best interest of the City and the inhabitants thereof that $25,000,000 in principal amount of the general obligation bonds authorized at the election (the "Bonds") be issued at this time, and costs of issuance allocated to the Bonds shall be payable from proceeds thereof.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1.

A. The Mayor and the City Clerk are authorized and directed to cause to be published a notice of sale of the Bonds in the form set forth below in Section 2, for the purposes and in the amount described above, in the *Santa Fe New Mexican,* a newspaper of general circulation in the City, at least one week prior to the date of sale, and the City Manager or Finance Director of the City (the "Finance Director") are each hereby authorized and directed to cause such other notice of the bond sale to be given as either of them shall determine, including the publication of the notice in financial papers and periodicals and the distribution among investment bankers and others of a Preliminary Official Statement relating to the Bonds. The form of Preliminary Official Statement relating to the Bonds, substantially as presented in connection with this Ordinance, is hereby approved.

B. If, due to market conditions, the Finance Director, in consultation with the Municipal Advisor to the City (the "Municipal Advisor") and Bond Counsel to the City ("Bond Counsel"), deems it advisable that the Bonds be sold in a negotiated sale with an underwriter or underwriting group (collectively, the "Underwriter"), the Finance Director is hereby authorized to coordinate with the Municipal Advisor and Bond Counsel for selection of an Underwriter and the negotiated sale of the Bonds.

Section 2.

A. The notice of sale of the Bonds shall be published in substantially the form attached to this Ordinance as Exhibit A-1.

B. The Official Notice of Bond Sale shall be in substantially the form attached to this Ordinance as Exhibit A-2.

C. Subject to the provisions of Section 1(B) above, the Finance Director shall

determine the date on which the competitive sale of the Bonds shall occur, in consultation with the Municipal Advisor to the City, and the notice of sale of the Bonds and the Official Notice of Bond Sale shall include such date.

Section 3. Pursuant to NMSA 1978, Section 6-14-10.2 , the City Finance Director is hereby delegated authority to (i) accept one or more binding bids and select the Purchaser or Purchasers of the Bonds, or (ii) in the event that the Finance Director has determined, pursuant to Section 1(B) above, that the Bonds will be sold in a negotiated sale, to execute and deliver a bond purchase agreement reflecting such final terms. In either case the final terms of the Bonds shall be set forth in an award certificate (the "Award Certificate") executed by the Finance Director, and shall be subject to the following parameters and conditions:

A. The Bonds shall be issued in an aggregate principal amount not to exceed $25,000,000 for the purposes set forth above.

B. The net effective interest rate on the Bonds shall not exceed 10% per annum.

C. The final maturity of the Bonds shall not be later than August 1, 2045.

D. The Bonds shall be sold for not less than par and not more than 115% of par.

E. The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

Section 4.

A. The Bonds shall be dated the date of their delivery (herein the "Series Date"), will be issued in one series, and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of $5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates per annum set forth in the Award Certificate, payable to the registered

owner thereof, or registered assigns, semiannually on February 1 and August 1 each year in which the Bonds are outstanding, commencing February 1, 2026, and shall mature on August 1 in the years 2030 through 2045, as set forth in the Official Notice of Bond Sale.

B. Bonds which are reissued upon transfer, exchange, or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

C. The principal of and interest on the Bonds due at maturity shall be payable to the registered owner thereof, as shown on the registration books kept by BOKF, NA as the registrar/paying agent (the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at the address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding the interest payment date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and

shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

D. Except as may otherwise be provided in the Award Certificate, the Bonds maturing on and after August 1, 2036 shall be subject to prior redemption at the option of the City, in one or more units of principal of $5,000 on and after August 1, 2035 in whole or in part at any time, in such order of maturities as the City may determine, for the principal amount of each $5,000 unit of principal so redeemed plus accrued interest to the redemption date ("Optional Redemption"). Optional Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar/Paying Agent.

E. Notice of Optional Redemption and, if applicable, mandatory sinking fund redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption, which notice shall specify the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not

affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed, at the office of the Registrar/Paying Agent, the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date; and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption and the amount of money required to redeem the Bonds called for redemption need not be on deposit with the Registrar/Paying Agent at the time notice of redemption is given. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and, if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

Section 5. The Bonds shall constitute the general obligation bonds of the City, payable from general *ad valorem* property taxes in amounts sufficient to meet the semi-annual payments of interest and annual payments of principal on the Bonds maturing in each year. The full faith and credit of the City shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 6. The Bonds shall bear the manual or facsimile signature of the Mayor and shall be attested by the manual or facsimile signature of the City Clerk. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The

Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that, before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor and the City Clerk shall, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and City Clerk may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If required for execution of the Bonds, the Mayor and the City Clerk, pursuant to NMSA 1978, Sections 6-9-1 to -6 , shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7.

A. Books for the registration and transfer of the Bonds shall be kept by the Registrar/Paying Agent, which is hereby appointed by the City as registrar and as paying agent for the Bonds, pursuant to the terms of the Registrar/Paying Agent Agreement, the form of which was presented to Governing Body in connection with this Ordinance, which is hereby approved. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly

endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be transferred, in the name of the transferee or transferees, a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be exchanged, a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes, except as may otherwise be provided with respect to payment of overdue interest as is otherwise provided in this Ordinance; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying

Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D. The officers of the City are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

E. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly cancelled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the City.

F. Notwithstanding the above provisions of this Section, the Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with the Depository Trust Company of New York, New York (the "Depository"), acting as securities depository for the Bonds. A single certificate for each maturity date of the Bonds issued in book-entry form will be delivered to the Depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in authorized denominations, with transfer of ownership effected on the books of the Depository and its participants (the "Participants"). As a condition to delivery of the Bonds in book-entry form, the Purchaser will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Bond certificates with the Depository, registered in the name of the Depository or its nominee. Principal, premium, if any, and interest will be paid to the Depository or its nominee as

the registered owner of the Bonds. The transfer of principal, premium, if any, and interest payments to Participants will be the responsibility of the Depository; the transfer of principal, premium, if any, and interest payments to the beneficial owners of the Bonds (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The City will not be responsible or liable for maintaining, supervising, or reviewing the records maintained by the Depository, Participants, or Indirect Participants.

If (i) the Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Bonds, or (iii) the City determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the City or the Beneficial Owners, the City will either identify another similar depository to perform such functions or certificates for the Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Bonds for all purposes. In that event, the City shall mail an appropriate notice to the Depository for notification to Participants, Indirect Participants, and Beneficial Owners of the substitute Depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable.

Officers of the City, including the City Manager and Finance Division Director, are authorized to sign agreements with the Depository relating to the matters set forth in this Section; provided, however, that any such agreements must be approved as to form by the City Attorney or the City Attorney's designee.

Notwithstanding any other provision of this Ordinance, so long as all of the Bonds are registered in the name of the Depository or its nominee, all payments of principal, premium, if any, and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given

by the Registrar/Paying Agent to the Depository as provided in this Ordinance and by the Depository to its Participants or Indirect Participants in the manner provided in an agreement or letter of the City to the Depository.

Section 8. The form of agreement with BOKF, NA for Registrar/Paying Agent services is hereby approved, and shall be executed and delivered by the Mayor in substantially the form presented in connection with this Ordinance, with such modifications as may be necessary or convenient to carry out the provisions of this Ordinance. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that the Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of the Bonds at the address last shown on the registration books, appoint a successor Registrar/Paying Agent. Every such successor Registrar/Paying Agent shall be a bank or trust company located in and in good standing in the United States and having a shareholder equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than $10,000,000.

Section 9. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 10. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED REGISTERED

NO. _____ $_____

UNITED STATES OF AMERICA

STATE OF NEW MEXICO

CITY OF SANTA FE, NEW MEXICO

GENERAL OBLIGATION IMPROVEMENT BONDS

SERIES 2025

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Interest Rate	Maturity Date	Series Date	CUSIP
_____% per annum	August 1, 20___	_____, 2025	_____

The Governing Body of the City of Santa Fe (the "City") on the faith, credit and behalf of the City, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity, commencing on February 1, 2026. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by BOKF, NA, as registrar/paying agent (together with any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each

Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his or her address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest. If the Bonds are issued in book-entry only form, an authorized officer of the City and the applicable securities depository may make other arrangements for the payments on the Bonds.

The Bonds are fully registered and are issuable in denominations of $5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of $25,000,000 of like tenor except as to number, denomination, maturity date, and interest

rate, issued by the City, and represent the first and final series of general obligation bonds approved in a maximum principal amount of $25,000,000 by the qualified electors of the City at an election held on November 5, 2024, to provide funds to: (1) acquire, construct, design, equip and improve road and street improvements within the City and pay costs of issuance of the Bonds.

The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly the City Charter and Sections 6-15-11 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to the ordinance of the Governing Body authorizing the publication of a notice of sale of the Bonds and duly adopted on _____, 2025 (the "Ordinance") and the award of the Bonds by the City Finance Director to the best bidder therefore pursuant to an award certificate on _____, 2025 (the "Award Certificate" and, together with the Ordinance, , the "Bond Ordinance").

The Bonds maturing on and after August 1, 2036 are subject to prior redemption at the City's option in one or more units of principal of $5,000 on and after August 1, 2035, in whole or in part at any time, in such order of maturities as the City may determine, for the principal amount of each $5,000 unit of principal so redeemed plus accrued interest to the redemption date. Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar/Paying Agent.

Notice of Optional Redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption, which notice shall specify the Bonds and the principal amount to be called for redemption and the applicable redemption

dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given.

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be transferred, in the name of the transferee or transferees, a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be exchanged, a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of overdue interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered

owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information, or indemnity relating thereto as the Registrar/Paying Agent may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed, or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the City is hereby irrevocably pledged. The Governing Body has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited, and warranted that all the requirements of law have been complied with by the proper officials of the City in the issuance of this bond; that the total indebtedness of the City, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the Governing Body of the City has caused this bond to be signed and executed with the manual or facsimile signature of the Mayor and subscribed

and attested with the manual or facsimile signature of the City Clerk, all as of the Series Date.

_____

Mayor

City of Santa Fe, New Mexico

(SEAL)

Attest:

_____

City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and Registration: _____

BOKF, NA,

as Registrar/Paying Agent

By:

_____

Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ whose social security or tax identification number is _____ the within bond and irrevocably constitutes and appoints_____ attorney to transfer such bond

on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Address: _____

_____

_____

Signature Guaranteed:

_____

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End Form of Bond]

Section 11. When the Bonds have been duly executed and authenticated, they shall be delivered to the lawful purchaser thereof identified in the Award Certificate. $25,000,000 in principal amount of the Bonds are issued as Improvement Bonds and represent the first and final series of general obligation bonds approved in a maximum principal amount of $25,000,000 by the qualified electors of the City at an election held on November 5, 2024, to provide funds to: acquire, construct, design, equip, and improve roads within the City, and to pay costs of issuance of the Bonds. The purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the City, or any of its officers, of any of the funds derived from the sale thereof.

Section 12. There shall be levied on all taxable property within the City, at the time and in the manner provided by law, in addition to all other taxes, direct annual *ad valorem* taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This Ordinance is hereby declared to be the certificate of the Governing Body, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied, and extended upon the tax rolls and collected in the same manner, at the same

time, and subject to the same penalties and interest as general state and City taxes are certified, levied, and collected. The taxes, when collected, shall be kept by the City in the City's interest and sinking fund for the City's general obligation bonds to be used solely for the purpose of paying the principal of and interest on the City's general obligation bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the City and available for that purpose, to the payment of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any other funds belonging to the City, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 13. The Mayor, City Clerk, City Manager, Finance Director, and other officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation, posting and distribution of the Official Notice of Bond Sale and Official Bid Form, in substantially the forms set forth in Exhibit A-2 attached hereto, and a Preliminary Official Statement to such potential bidders on the Bonds as they may determine and to take all action necessary or appropriate to give effect to the provisions of this Ordinance, including the printing of the Bonds, the execution of letters and agreements with the Depository, the execution of the Registrar/Paying Agent Agreement with BOKF, NA in substantially the form submitted to the Governing Body in connection with this Ordinance, the printing and execution of the Official Statement relating to the Bonds, the payment of the costs of issuance of the Bonds, and such certificates as may be required by the Purchaser or bond counsel relating to, among other things, the signing of the Bonds, the tenure and identity of City officials, the receipt of the purchase

price of the Bonds from the Purchaser, the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof, and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

In order to assist the Purchaser in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), at the time of delivery of the Bonds, the City will undertake, pursuant to a written continuing disclosure agreement, to provide annual financial information and notices of certain events as specified in that continuing disclosure agreement.

The Governing Body hereby approves the Continuing Disclosure Responsibilities Procedures attached to this Ordinance as Exhibit "B".

Section 14. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Mayor, Finance Director and any other officer of the City having responsibility for the issuance of the Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and

make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor, Finance Director and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 15. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (a) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (b) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (i) lawful money of the United States of America sufficient to make such payment or (ii) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the City with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the *ad valorem* taxes herein levied and pledged as provided in this ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the City, also be invested and re-invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for

the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City for use in accordance with law. The term "Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which may be United States Treasury Obligations, such as its State and Local Government Series, and which may be in book-entry form.

Section 16. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Governing Body and the City hereby covenant to the purchasers and the holders of the Bonds from time to time that the City will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 17. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the City and the holder or holders of the Bonds and shall be and remain irrepealable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.

Section 18. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 19. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 20. Upon due adoption of this Ordinance, it shall be recorded in the book of the City kept for that purpose, authenticated by the signatures of the Mayor and Clerk of the City, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 21 below) shall be published in a newspaper which maintains an office and is of general circulation in the City, or posted in accordance with law, and such Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 21. The following notice shall be published one time in a newspaper having general circulation in the City as soon as is practicable following the adoption hereof:

[Form of Notice]

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Governing Body of the City of Santa Fe,

New Mexico, on the ____ day of _____, 2025, adopted an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SANTA FE, NEW MEXICO, TAX-EXEMPT GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025, IN THE PRINCIPAL AMOUNT OF $25,000,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, CERTAIN TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT THEREOF; DELEGATING AUTHORITY TO EACH OF THE MAYOR, CITY MANAGER AND CITY FINANCE DIRECTOR TO APPROVE A FORM OF NOTICE OF COMPETITIVE SALE OF THE BONDS

OR, IF DEEMED ADVISABLE, THE SELECTION OF UNDERWRITERS TO SELL THE BONDS IN A NEGOTIATED SALE, AND TO DETERMINE THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS IN AN AWARD CERTIFICATE; APPROVING THE FORM OF AN AGREEMENT FOR REGISTRAR AND PAYING AGENT SERVICES TO BE PROVIDED BY BOKF, NA AND AUTHORIZING ITS EXECUTION AND DELIVERY; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The Ordinance directs and authorizes the issuance of the City of Santa Fe, New Mexico General Obligation Improvement Bonds in the aggregate principal amount of up to $25,000,000; provides that the Bonds shall be issued to provide funds to acquire, construct, design, equip, and improve roads and streets within the City, and to pay costs of issuance of the Bonds; delegates authority to the City Finance Director to determine the exact principal amounts, maturity dates, interest rates, prices, and other final terms of the Bonds and to award the Bonds to the best bidder therefore pursuant to an Official Notice of Sale and an Award Certificate or, alternatively, to coordinate a negotiated sale of the Bonds to an underwriter or underwriting group; approves a form of Registrar and Paying Agent Agreement in connection with the Bonds; provides for the delivery of the Bonds; provides for levy of taxes to pay the principal of and interest on the Bonds; makes certain covenants for the benefit of the owners of the Bonds; and provides other details concerning the Bonds.

Complete copies of the Ordinance are available for public inspection during normal and regular business hours at the offices of the City Clerk at 200 Lincoln Avenue, Santa Fe, New Mexico. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

DATED this ___ day of _____, 2025.

/s/

Mayor

City of Santa Fe, New Mexico

[End Form of Notice]

PASSED, APPROVED AND ADOPTED THIS ____DAY OF _____, 2025.

CITY OF SANTA FE, NEW MEXICO

_____

Alan Webber, Mayor

(SEAL)

Attest:

_____

Andrea Salazar, Clerk

Councilor _____then moved adoption of the foregoing Ordinance, duly seconded by Councilor _____.

The motion to adopt said Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

_____

_____

_____

Those Voting Nay: _____

_____

_____

Those Absent: _____

_____

_____

_____ (_) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Ordinance adopted, whereupon the Mayor and the Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Ordinance, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

CITY OF SANTA FE, NEW MEXICO

By _____

Alan Webber, Mayor

[SEAL]

ATTEST:

By_____

Andréa Salazar, Clerk

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) ss.

CITY OF SANTA FE)

I, Andréa Salazar, the duly acting and qualified Clerk of the City of Santa Fe, New Mexico (the "City"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council (the "Governing Body"), constituting the governing body of the City, had and taken at a duly called regular meeting held at the Santa Fe Municipal Offices, 200 Lincoln Avenue, Santa Fe, New Mexico, 87501, on _____, 2025 at the hour of_____, insofar as the same relate to the execution and delivery of the proposed Loan Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Such proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at such meeting, as therein shown.

3. Notice of the _____, 2025 meeting of the Governing Body was duly given as required by the Open Meetings Act, Sections 10-15-1 through 4, NMSA 1978 and Resolution No. _____ 2025-___which is the current Resolution of the City which establishes the reasonable notice policy of the City as required by the Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

(SEAL) By _____

Andréa Salazar, Clerk

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Peter Franklin

Peter Franklin (May 22, 2025 11:55 MDT)

PETER FRANKLIN, BOND COUNSEL TO THE CITY

EXHIBIT A-1

(Form of Notice for Newspaper Publication)

NOTICE OF PUBLIC MEETING AND BOND SALE
CITY OF SANTA FE, NEW MEXICO
$25,000,000
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2025

PUBLIC NOTICE IS HEREBY GIVEN that the Finance Director of the City of Santa Fe, New Mexico (the "City"), will receive unconditional bids on _____, 2025, between 9:30 a.m. and 10:00 a.m., prevailing Mountain Time, submitted electronically through the facilities of GRANT STREET GROUP for the purchase of the City's proposed General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds") in an aggregate principal amount of $25,000,000. The Finance Manager will award the 2025 Bonds to the best bidder at 2 p.m., prevailing Mountain Time, on _____, 2025. The 2025 Bonds will be issued as fully registered bonds and will mature on August 1 of each year as follows:

$25,000,000
CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2025

Year (August 1)	Principal
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042	
2043	
2044	
2045	$25,000,000

*Preliminary, subject to change.

The 2025 Bonds will be issued as fully registered bonds. The 2025 Bonds will be the general obligation of the City, payable solely out of general (*ad valorem*) taxes which shall be levied against all taxable property in the City without limitation as to rate or amount, as provided in the Property Tax Code, for the property tax years of 2025 through 2042.

The maximum net effective interest rate on the 2025 Bonds shall not exceed ten percent (10%) per annum. Discounts shall not be permitted as part of the sale price of a series of the 2025 Bonds, in whole, although discounts may be offered on any single maturity of a series of 2025 Bonds. Interest on each Bond shall be evidenced until maturity by only one interest rate.

Interest on the 2025 Bonds will be payable on February 1 and August 1 in each year while the 2025 Bonds are outstanding, beginning February 1, 2026. The 2025 Bonds will bear interest until maturity from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the date of the 2025 Bonds.

Each bid shall be deemed an irrevocable offer to purchase the 2025 Bonds on the terms provided therein and in the Official Notice of Bond Sale. Each bidder is required to submit an unconditional electronic bid for the 2025 Bonds.

Each bid must be submitted electronically through the facilities of GRANT STREET GROUP. THE CITY WILL NOT ACCEPT TELEPHONE, FACSIMILE OR HAND-DELIVERED BIDS. The City shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, GRANT STREET GROUP, the use of such facilities being at the sole risk of the bidder.

This Notice is not a disclosure document, and it is not the Official Notice of Bond Sale. Prior to submitting a bid to the City for the 2025 Bonds, a full review should be made of the Official Notice of Bond Sale and the entire Preliminary Official Statement ("Preliminary Official Statement") for the 2025 Bonds. The offering of 2025 Bonds to potential investors is made only by means of the Preliminary Official Statement.

Copies of the Official Notice of Bond Sale, the Preliminary Official Statement and the Required Bid Form are available for viewing in electronic format at www.grantstreet.com or may be obtained upon request from George Williford, Managing Director, Hilltop Securities Inc., 717 N. Harwood St. Suite 3400, Dallas, Texas 75201 Phone: (214) 953-8705.

Further information relating to the City and the 2025 Bonds will be contained in the Preliminary Official Statement, which will be "deemed final" by the City at its date for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission, except with respect to offering prices, interest rates, identity of the underwriter, selling compensation, delivery date, or other terms required to be specified in the bids, ratings, and other terms depending on such matters.

The validity and enforceability of the 2025 Bonds will be approved by Modrall Sperling Roehl Harris and Sisk, P.A., 500 Fourth Street NW, Suite 1000, Albuquerque, New Mexico 87102.

DATED this _____day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

By: _____/s/_____
Mayor

ATTEST:

By: _____/s/_____
City Clerk

(End of Form of Notice for Publicatio

EXHIBIT A-2

(Form of Official Notice of Bond Sale)

OFFICIAL NOTICE OF BOND SALE

$25,000,000

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

PUBLIC NOTICE IS HEREBY GIVEN that electronic bids will be received by the Finance Director of the City of Santa Fe, New Mexico (the "City"), for the purchase of all of the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds"), more particularly described below. The Finance Director will award the 2025 Bonds to the best bidder therefor at 2:00 p.m. prevailing Mountain Time on _____, 2025.

Bids for the purchase of the 2025 Bonds will be accepted through the Grant Street Group electronic bidding web site ("Grant Street Group") at www.grantstreet.com. No other method of submitting bids will be accepted. The date and time for submitting bids will be as follows:

Bid Date: _____, 2025
Bid Time: Between 10:00 a.m. and 10:30 a.m. Eastern Time
(Between 8:00 a.m. and 8:30 a.m. prevailing Mountain Time)
Submit Bid to: www.grantstreet.com

Information related to this auction can be obtained from Grant Street Group Auction Support at (412) 391-5555 (x370), attention John Carver.

To bid, bidders must have both (1) completed the registration form on the Grant Street Group website and (2) requested and received admission to the City's auction, as described under "TERMS OF SALE - Submission of Bids" below. The use of Grant Street Group shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto.

None of the City, Grant Street Group, the Financial Advisor, or Bond Counsel shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate, or untimely bid submitted by Internet transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telephone or telecommunications lines, or any other cause arising from delivery by Internet transmission. Additionally, the Grant Street Group time stamp will govern the receipt of all bids. The official bid clock does not automatically refresh. Bidders must refresh the auction page periodically to monitor the progression of the bid clock and to ensure that their bid will be submitted prior to the termination of the auction. All bids will be deemed to incorporate the provisions of this Official Notice of Bond Sale.

This Official Notice of Bond Sale, and the information set forth herein, are not to be treated as a complete disclosure of all relevant information with respect to the 2025 Bonds. The information set forth herein is subject, in all respects, to a more complete description of the 2025 Bonds and the security therefore set forth in the Preliminary Official Statement dated _____, 2025 (the "Preliminary Official Statement").

BOND DETAILS

The 2025 Bonds will be issued in the aggregate principal amount of $25,000,000. The 2025 Bonds and the interest thereon are general obligations of the City. The City has prepared the Preliminary Official Statement relating to the 2025 Bonds, which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities Exchange Commission ("the Rule"), except for the omission of certain information as permitted by the Rule. Details of the 2025 Bonds, including maturities, redemption provisions, payment dates and security for payment are contained in the Preliminary Official Statement. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement.

Official Statement. The Preliminary Official Statement may be viewed and downloaded from www.grantstreet.com or a physical copy may be obtained by contacting the City or the Financial Advisor, see "TERMS OF SALE - Information" below.

The City will make available to the winning bidder, within seven business days after the award of the sale of the 2025 Bonds, the Final Official Statement which is to be downloaded from www.grantstreet.com. Ten (10) physical copies of the Final Official Statement also will be provided to the winning bidder at that time; provided, however, the winning bidder must cooperate in providing the information required to complete the Final Official Statement. Additional copies of the Final Official Statement may be provided at the expense of the winning bidder.

The winning bidder shall comply with the requirements of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board.

TERMS OF SALE

Submission of Bids. All bids must be submitted only by electronic bidding on Grant Street Group at www.grantstreet.com. No other provider of bidding services and no other means of delivery (i.e. telephone, telefax or physical delivery) will be accepted. Bidding for the 2025 Bonds will begin at 10:00 a.m., prevailing Eastern Time (8:00 a.m. Mountain Time), as indicated above. The receipt of bids will end promptly at 10:30 a.m., prevailing Eastern Time (8:30 a.m. Mountain Time), unless extended in accordance with the two-minute rule described herein. If any bid becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such new leading bid was received by Grant Street Group. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two (2) minutes.

To bid, bidders must first visit the Grant Street Group website where, if they have not previously registered with Grant Street Group, they can register and then request admission to bid on the 2025 Bonds. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Grant Street Group may call **(412) 391-5555, x 370, attention John Carver**, for their ID Number or password.

Rules of Grant Street Group. Bidders must comply with, and all bids must be made in accordance with, the Rules of Grant Street Group in addition to the requirements of this Official Notice of Bond Sale. The Rules of Grant Street Group can be viewed on the Grant Street Group website and are incorporated herein by reference. In the event the Rules of Grant Street Group conflict with this Official Notice of Bond Sale, this Official Notice of Bond Sale shall prevail.

Bidding Parameters. Bidders are required to submit unconditional all-or-none bids specifying the rate of interest at which the bidder will purchase all of the 2025 Bonds. Interest shall be bid in multiples of $1/20^{th}$ or $1/8^{th}$ percentum and only one interest rate may be bid for each maturity of the 2025 Bonds. The maximum interest rate may not exceed 5% and the maximum interest rate specified for any maturity of the 2025 Bonds may not exceed the minimum interest rate specified for any maturity of the 2025 Bonds by more than 3 percent (3%). The maximum net effective interest rate of the 2025 Bonds shall not exceed ten percent (10%) per annum.

The 2025 Bonds will not be sold at less than 100% of par.

Term Bonds. A bidder may elect to have all or a portion of the 2025 Bonds scheduled to mature in consecutive years issued as one or more term bonds ("Term Bonds") scheduled to mature in the latest of the consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth in the Preliminary Official Statement; however, not less than all 2025 Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements.

Adjustment of principal amounts, modification or clarification prior to examination of bids. The Finance Director Manager, in consultation with the City's financial and bond advisors, in the Finance Director's sole discretion and prior to the examination of bids, may (i) adjust the aggregate principal amount set forth herein or may adjust the principal amount of each series without increasing the aggregate principal amount of the 2025 Bonds; (ii) adjust individual maturities, and/or (iii) modify or clarify any other term hereof, including the date on which bids for the 2025 Bonds will be received, by issuing a notification of the adjusted series, amounts, modification or clarification via Thomson Municipal News ("TM3") and/or Grant Street Group platform and/or Bloomberg Financial Services no later than 8:00 a.m., Mountain Time, on the Bid Date.

Adjustments to principal amounts after determination of best bid. The aggregate principal amount of the 2025 Bonds is subject to increase or reduction, and each scheduled maturity thereof is subject to increase or reduction, by the Finance Director after the determination of the Best Bid (defined below). Such adjustments will be made within no more than two (2) hours after the end of the time of bid examination and will be in the sole discretion of the City.

To cooperate with any adjustment in the principal amounts, the Purchaser is required to indicate by e-mail to Emily K. Oster, Finance Director, at ekoster@santafenm.gov or such other address as may be indicated by the City Manager within one-half (1/2) hour after the end of the time of bid examination, the amount of any original issue discount or premium on any maturity of the 2025 Bonds, the initial offering price of each maturity, the cost of bond insurance, if any, and the amount received from the sale of the 2025 Bonds to the public that will be retained by the Purchaser as its compensation.

The Finance Director, in consultation with the City's financial and bond advisors, may change the dollar amount bid by the Purchaser if the aggregate principal amount of the 2025 Bonds is adjusted as described below, but the interest rates specified by the Purchaser for all maturities will not change. The Finance Director, in consultation with the City's financial and bond advisors, will make every effort to ensure that the percentage net compensation to the Purchaser (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the 2025 Bonds to the public and the price to be paid to the City, less any bond insurance premium to be paid by the bidder, by (ii) the principal amount of the 2025 Bonds) does not increase or decrease from the amount of such compensation if no adjustment was made to principal amounts shown in the maturity schedule. The City will notify the Purchaser of the final principal amounts and the resulting adjusted prices no later than 12:00 p.m. prevailing Mountain Time on the day of the sale and award of the 2025 Bonds. THE PURCHASER MAY NOT WITHDRAW OR MODIFY ITS BID ONCE SUBMITTED TO THE CITY FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY INCREASE OR DECREASE IN THE FINAL PRINCIPAL AMOUNTS AND THE AGGREGATE PURCHASE PRICE OF THE 2025 BONDS.

Information Regarding Bids. Bidders may change and submit bids as many times as they wish during the bidding; provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") with respect to a bid when compared to the immediately preceding bid of such bidder. During the bidding, no bidder will see any other bidder's bid, but each bidder will be able to see its own ranking (*i.e.*, "Leader," "Cover," "3rd," etc.).

Bids Constitute an Irrevocable Offer. Each bid submitted through Grant Street Group shall be deemed an irrevocable offer to purchase the 2025 Bonds on the terms provided in this Official Notice of Bond Sale and shall be binding upon the bidder.

Basis of Award. The 2025 Bonds will be sold to the bidder or bidders offering to purchase the same at the lowest true interest cost. The actuarial yield on the 2025 Bonds using the true interest cost method will be computed at that yield which, if used to compute the present value of all payments of principal and interest on the 2025 Bonds as of _____, 2025 (the "Sale Date"), produces an amount equal to the aggregate bid price. Such calculation will be made based upon a 360-day year and a semiannual interval for compounding.

The winning bid or bids will be indicated on Grant Street Group and the auction results, as posted on such website, will be subject to verification by the City. The City will verify the auction results immediately following the close of the bidding period and notice of confirmation by the

City of the winning bidder or bidders will be made by a posting on Grant Street Group stating "Auction Results Verified and Confirmed."

An award may be made by the City to any bidder in a principal amount less than the principal amount of the 2025 Bonds for which the bid is submitted. Further, in the event of an award by the City for a principal amount less than the principal amount the bidder submitted, any premium bid shall be ratably reduced. If two or more bids have the same true interest cost, the first bid submitted, as determined by reference to the time stamp displayed on Grant Street Group, shall be deemed to be the leading bid.

Sale Reservations. The City reserves the right (a) to reject any and all bids for any 2025 Bonds, (b) to reoffer any 2025 Bonds for public sale, and (c) to waive any irregularity or informality in any bid.

Good Faith Deposit Not Required to Bid. A good faith deposit will not be required in connection with the submission of any bid for the 2025 Bonds. The winning bidder will be required to submit a Bid Award Deposit (see "Bid Award Deposit" below).

Bid Award Deposit. Not later than 12:00 p.m., prevailing Mountain Time on September 28, 2025 , the winning bidder is required to submit a Bid Award Deposit of $500,000. All Bid Award Deposits must be made in good funds by wire transfer of the required amount to an account specified by the City Manager and provided to the winning bidder after the sale of the 2025 Bonds.

No interest will be paid by the City on the amount of the Bid Award Deposit. The proceeds of the Bid Award Deposit of the winning bidder will be applied to the purchase price of the 2025 Bonds, or in the event of the failure of a winning bidder to take up and pay for the 2025 Bonds in compliance with the terms of the bid, at the option of the City, its Bid Award Deposit may be retained as liquidated damages, as partial payment of actual damages or as security for any other remedy available to the City.

Manner and Time of Delivery. The 2025 Bonds will be delivered to DTC for the account of the winning bidder or bidders at the expense of the City on _____, 2025, or such later date as the City and the winning bidder may agree. Payment of the purchase price due at delivery must be made in Federal Reserve funds for immediate and unconditional credit to the City.

Continuing Disclosure Undertaking. The City has covenanted to provide, in a timely manner, on the Electronic Municipal Market Access (EMMA) Website maintained by the Municipal Securities Rulemaking Board notice of the occurrence of specified, material events. The City has not failed to comply with any of its previous undertakings under Rule 15c2-12, except as disclosed in the Preliminary Official Statement.

State Securities Laws. The City has taken no action to qualify the offer or sale of the 2025 Bonds under the securities laws of any state. Should any such qualification be necessary, the City agrees to cooperate with the winning bidder in such matters, provided that the City reserves the

right not to consent to service of process outside its boundaries and expenses related to any such qualification shall be the responsibility of the winning bidder.

CUSIP Numbers. CUSIP numbers will be issued at the cost of the winning bidder, and printed on the 2025 Bonds at the expense of the City. Any error or omission in printing such numbers on the 2025 Bonds will not constitute cause for any winning bidder to refuse delivery of any 2025 Bond.

Legal Opinion, Certificates and Transcript. The validity and enforceability of the 2025 Bonds will be approved by the City's Bond Counsel. A copy of the form of the opinion of Bond Counsel is attached as an exhibit to the Preliminary Official Statement.

The purchaser of the 2025 Bonds will receive a certified transcript of legal proceedings which will include, among other items:

(a) a certificate of the City to the effect that, as of its date, the Preliminary Official Statement was deemed final within the meaning of Rule 15c2-12, except for the omissions permitted under Rule 15c2-12;

(b) a certificate of the City to the effect that there is no litigation pending or, to its knowledge, threatened affecting the validity of the 2025 Bonds as of the date of their delivery; and

(c) a certificate of the City to the effect that, as of the date of the Official Statement and at all times to and including the date of delivery of the 2025 Bonds, the Official Statement did not contain any untrue statement of a material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Establishment of Issue Price (Hold-the-Offering Price Rule May Apply if Competitive Sale Requirements are Not Satisfied): The winning bidder shall assist the City in establishing the issue price of the 2025 Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City, and Bond Counsel. All actions to be taken by the City to establish the issue price of the 2025 Bonds may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(a) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the 2025 Bonds) will apply to the initial sale of the 2025 Bonds (the "competitive sale requirements") because:

(i) the City shall disseminate a Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(iv) the City anticipates awarding the sale of the 2025 Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to the Notice of Sale shall be considered a firm offer for the purchase of the 2025 Bonds, as specified in the bid.

In the event that the competitive sale requirements described above in subparagraph (a) are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of each maturity of the 2025 Bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the 2025 Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the 2025 Bonds satisfies the 10% test as of the date and time of the award of the 2025 Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the 2025 Bonds, which maturities of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule during the Holding Period, as defined in subparagraph (d)(i) below. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the 2025 Bonds. Bidders should prepare their bids on the assumption that all of the maturities of the 2025 Bonds will be subject to the 10% test in order to establish the issue price of the 2025 Bonds.

(b) The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the 2025 Bonds.

(c) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement, and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the 2025 Bonds

to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the 2025 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(d) The following terms are defined below:

(i) Hold-the-Offering-Price Maturity means a maturity of the 2025 Bonds of which less than 10% has been sold to the Public on the Sale Date.

(ii) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (a) the close of the fifth business day after the Sale Date, or (b) the date on which the winning bidder sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(iii) Maturity means 2025 Bonds with the same credit and payment terms. Bond with different maturity dates, or 2025 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(iv) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(v) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the 2025 Bonds. The Sale Date of the 2025 Bonds is expected to be _____, 2025.

(vi) Underwriter means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the

initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the 2025 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the 2025 Bonds to the to the Public).

Postponement of Sale. The City reserves the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by posting on Grant Street Group prior to commencement of the bidding. If any date and time fixed for the receipt of bids and the sale of the 2025 Bonds is postponed, an alternative sale date and time will be announced at least one business day prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit bids electronically as described above for the purchase of the 2025 Bonds in conformity in all respects with the provision of this Official Notice of Bond Sale, except for the date and time of sale and except for any changes announced by posting on Grant Street Group at the time the sale date and time are announced, or in accordance with the section of this Official Notice of Bond Sale entitled

Adjustment of principal amounts, modification or clarification prior to examination of bids. The City reserves the right to adjust the principal amounts of the 2025 Bonds prior to commencement of bidding.

Rating. A rating has been applied for to Standard and Poor's Ratings Services.

Information. Copies (in reasonable quantities) of this Official Notice of Bond Sale, the Preliminary Official Statement, and other information concerning the City and the 2025 Bonds may be obtained from:

George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
717 N Harwood St, Suite 3400 | Dallas, TX 75201
direct: 214.953.8705 | work mobile: 469.830.2205
george.williford@hilltopsecurities.com |

The date of this Official Notice of Bond Sale is _____, 2025.

CITY OF SANTA FE, NEW MEXICO

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

OFFICIAL BID FORM

(Re: Official Notice of Bond Sale dated _____, 2025)

City of Santa Fe, New Mexico
c/o
George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
717 N Harwood St, Suite 3400 | Dallas, TX 75201
direct: 214.953.8705 | work mobile: 469.830.2205
george.williford@hilltopsecurities.com | HilltopSecurities.com

Finance Director:

Pursuant to the City of Santa Fe "Official Notice of Bond Sale," dated _____, 2025, relating to the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds") in the principal amount of $25,000,000, which by reference is made a part hereof, we submit the following bid:

For your legally issued Bonds as described in the Official Notice of Bond Sale, we will pay you par, plus accrued interest, if any, from the date of the Bonds to the date of delivery to us, provided the Bonds bear interest per annum as follows:

2025 Bonds

Maturing (August 1)	Principal Amount	Interest Rate	Yield
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			

If this bid is the best bid for the Bonds, we will send a wire transfer to the City of Santa Fe in the amount of $500,000.00 prior to prior to your acceptance of our bid, which wire transfer will be our bid award deposit and submitted in accordance with the terms set forth in the Official Notice of Bond Sale. We will pay the CUSIP Service Bureau charge, if any, for the assignment of CUSIP numbers.

The undersigned agrees to complete, execute, and deliver to the City a Certificate Regarding Issue Price or a similar certificate relating to the "issue price" of the 2025 Bonds, in the form attached hereto as Exhibit A.

We understand and agree that no more than ten (10) copies of the final Official Statement, including any amendments or supplements thereto will be supplied to us at the City's expense and that any additional copies requested will be subject to a charge to us. By accepting this bid, you agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Bond Sale, and you undertake your other obligations described therein, as contemplated by Rule 15c2-12 of the Securities and Exchange Commission.

Respectfully submitted,

_____ _____

_____ _____

By: _____
Authorized Representative

* (Strike inapplicable words)

For informational purposes only, our calculation of the True Interest Cost is as follows:

True Interest Cost: (stated as a nominal annual percentage) _____%

Additionally, for informational purposes only, the following is requested:

Gross Interest Cost: $_____

Less Premium Bid: $_____

Net Interest Cost: $_____

[2025 Bonds Official Bid Form]

ACCEPTANCE CLAUSE

The above bid is hereby accepted by the City of Santa Fe, New Mexico, this _____ day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

_____

Finance Director

[2025 Bonds Official Bid Form]

EXHIBIT A
[to 2025 Bonds Official Bid Form]

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

The undersigned, _____ (the *Underwriter*), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the *Bonds*) of the City of Santa Fe, New Mexico (the *Issuer*).

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the *Initial Offering Prices*) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Purchase Agreement, the Underwriter agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule.

(c) The Underwriter, as the party controlling all of the Hold-the-Offering Price Maturities, has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriting Group sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2025.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public)

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Modrall, Sperling, Roehl, Harris, & Sisk, P.A., in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____
Managing Director

Dated: _____, 2025

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE
SCHEDULE A

INITIAL OFFERING PRICES OF THE TAX EXEMPT BONDS

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	Issue Price
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE
SCHEDULE B

PRICING WIRES

(to be attached)

EXHIBIT B
Continuing Disclosure Procedures

CONTINUING DISCLOSURE RESPONSIBILITIES OF CITY OF SANTA FE,
NEW MEXICO IN CONNECTION WITH MUNICIPAL BONDS ISSUED BY THE CITY

The City of Santa Fe, New Mexico (the "City") has entered into continuing disclosure undertakings (each a "CDU") pursuant to SEC Rule 15c2-12 in connection with general obligation bonds and revenue bonds issued by the City. The CDUs typically require:

- That the City disclose certain types of "Annual Financial Information" on an annual basis (typically by providing a copy of the City's audited financial statements for the most recently completed fiscal year); and
- That "Event Information" be reported within 10 business days after the occurrence of specific types of events which could affect the City's Bonds.

"Annual Financial Information," "Audited Financial Statements" and "Event Information" are terms defined in each CDU. Copies of the CDUs for the City's outstanding bonds are included in the bond transcript for each series of bonds and are also available upon request from the City's bond counsel.

Currently, any disclosure required by the CDUs is made by electronically posting the information on the Electronic Municipal Market Access website, known as "EMMA." The matrix appearing below identifies both the periodic and non-routine tasks required for compliance with the City's CDUs, and the City officials and consultants to which those responsibilities are nonexclusively assigned (each a "Responsible Officer"). Such Responsible Officers are authorized to delegate assigned tasks to persons they shall designate; provided, that such designation shall be in writing and shall be approved or ratified by the Governing Body of the City, as the case may be.

Frequency	Task	Bond Counsel	Financial Advisor	City Finance Director	City Manager
	CONTINUING DISCLOSURE				
At least every 4yrs	Retain or identify Dissemination Agent			x	x
Specified by contract	Payment of Dissemination Agent			x	x
Annually	Provide Annual Financial Information per CDU; verify filing		x	x	x
As needed	Event Reporting	x	x	x	x

As needed	Conference to discuss status of outstanding bonds	x	x	x	x

FIR No. 10679

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): General Obligation Bond Parameters

Sponsor(s): Mayor Alan Webber and Councilor Romero-Wirth

Reviewing Department(s): Finance Department

Staff Completing FIR: Emily K. Oster **Date:** 5/13/2025 **Phone:** 505-629-3411

Reviewed by City Attorney: Erin McSherry **Date:** 05/22/2025

Erin McSherry (May 22, 2025 12:08 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 05/22/2025

Summary:

The proposed bill would authorize the issuance and sale of up to $25,000,000 of City of Santa Fe ("City"), tax-exempt general obligation bonds payable from ad valorem property taxes. The proposed bond sale was approved at the General Election held November 5, 2024, with 34,469 "yes" votes, which was over 84% of total votes. As stated in the ballot question, the bond proceeds would be used to construct, design, equip, and improve roads and streets within the City. The bonds would be sold by either competitive sale or negotiated sale. The proposed bill delegates authority to the City's Finance Director to either accept the best bid for the Bonds if sold by competitive sale or, if the Bonds are sold in a negotiated sale to an underwriter, to execute a certificate and bond purchase agreement establishing the final terms of the Bonds. The proposed bill also authorizes the Finance Director to determine final terms of the Bonds within specified parameters and conditions including: (A) The aggregate principal amount of the bonds shall not exceed $25,000,000; (B) The net effective interest rate on the Bonds shall not exceed 10% per annum; (C) The final maturity of the Bonds shall not be later than August 1, 2045; (D) The Bonds shall not be sold at less than 100% of par, or at greater than 115% of par; and (E) The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

Departments Affected:

Finance Department, Public Works Department

Consequences of Not Enacting Legislation:

If this legislation is not adopted the City will not issue $25,000,000 in new general obligation bonds authorized by 84% of voters in the November 2024 General Election. Planned improvements to City roads and streets will not be funded, and needed repairs may be delayed or cancelled.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:
Approval of the proposed bill will allow the Public Works Department to move forward with planned efforts to construct, design, equip, and improve roads and streets in the City of Santa Fe.

Fiscal Implications:
The first payment on the new GO bonds will be due on February 1, 2026. Payments will be due on each February 1 and August 1 thereafter, with final maturity occurring August 1, 2045 (20-year term). The payments for the first five years will be interest-only, with principal repayment beginning in FY 2031. The bonds may be redeemed by the City in whole or in part beginning August 1, 2035. Bond payments (both interest and principal) will be paid from the annual levy of ad valorem property taxes. The proceeds from the property tax levy will be kept in the City's interest and sinking fund and used solely for the purpose of paying debt service on the Bonds.

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	$	$	$				
Other- Debt Service (Interest Expense)	$ 0	$ 593,750	$ 1,187,500			400	$ 1,781,250
Total:	$ 0	$ 593,750	$ 1,187,500				$ 1,781,250

Expenditure Narrative:

Interest expense for FY 2026 and FY 2027 was estimated based on the following assumptions: the bonds are sold at an interest rate of 4.75%, the full $25,000,000 of bonds is sold in July/August 2025, the first interest payment is due February 1, 2026, and principal repayment begins in FY 2031.

Revenue/Bond Proceeds

Revenue/Bond Proceeds	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Other- Bond Proceeds	$	$ 25,000,000	$	NR	TBD
Total	$ 0	$ 25,000,000	$		

Revenue Narrative:

Bond proceeds are borrowed funds that must be repaid and are therefore not revenue. The anticipated receipt of the $25,000,000 bond proceeds in FY 2026 is shown here to illustrate the effect of the bond sale in generating cash. The cash generated from the bond sale would be used by the Public Works Department to construct, design, equip, and improve roads and streets in the City of Santa Fe.

Signature: Mark Scott (May 23, 2025 11:31 MDT)

Email: mscott@santafenm.gov

REGISTRAR AND PAYING AGENT AGREEMENT

This Registrar and Paying Agent Agreement ("Agreement") is executed and effective as of this ___day of _____, 2025, by and between BOKF, NA, a national banking association with principal offices in Albuquerque, New Mexico ("Bank") and the City of Santa Fe, New Mexico (the "Issuer") for the bonds described as follows:

$25,000,000
CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION
IMPROVEMENT BONDS
SERIES 2025

WHEREAS, pursuant to Ordinance No. _____ adopted by the Governing Body of the Issuer on _____, 2025 (the "Bond Ordinance"), the Issuer has appointed the Bank to serve as Registrar, Depository Agent and Paying Agent in connection with the above-captioned Bonds; and

WHEREAS, the Bank hereby accepts such appointments and agrees to serve as the Paying Agent and Registrar for the Bonds, and to perform the duties of Paying Agent and Registrar as set forth in the Bond Ordinance.

NOW THEREFORE, THE CITY OF SANTA FE AND BOKF, NA AGREE as follows:

A. The bank agrees to perform the duties of a Registrar and Paying Agent, which include:

1. Authentication, preparation and delivery of bonds;
2. Maintenance of the bond register;
3. Maintenance of bond inventory and accounting;
4. Cancellation and destruction of paid bonds;
5. Providing Issuer with certificate of destroyed bonds;
6. Transfer of ownership of bonds;
7. Issue replacement bonds in lieu of a mutilated, lost, destroyed or stolen bond upon receipt of satisfactory proof and indemnification of the Bank;
8. Pay by bank draft to bondholders of record the principal of, premium, if any, and interest on the bonds but only to the extent that Issuer has deposited with the Bank sufficient immediately available funds for such purposes; interest on funds received prior to payment dates may be retained by the Bank; float on checks issued by the bank for payment of principal and interest payments will be retained by the Bank; and
9. Furnish Issuer periodic debt service invoice statements.

B. As Paying Agent for the Bonds, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Bonds as the same become due and payable to the registered owners thereof, pursuant to the terms of this Agreement and the Bond Ordinance, with payment to be made solely and entirely from payments to be made by the Issuer to the Paying Agent.

C. Upon written notice from the Bank, Issuer agrees to cause to be printed, at its expense, any additional bonds required by the Bank subsequent to initial issuance as long as any bonds remain outstanding.

D. The Bank shall not be required to transfer or exchange any Bond during the period beginning fifteen days prior to any date fixed for the payment of interest or principal on any of the Bonds.

E. In any case where any payments with respect to the Bonds shall fall due on a Saturday, a Sunday, a legal holiday, or a day upon which banking institutions in the City of Albuquerque, New Mexico, or in such other locality as Paying Agent may maintain its principal offices, are authorized by law to close for business, then said payments need not be made on such date, but shall be made on the next succeeding banking day with the same force and effect as if made on the day upon which said payments fall due.

F. In the event any principal or interest payment cannot be made as a result of the Bank's inability, after due diligence, to locate the bondholder of record to whom such payments are due, and in the event that such bondholder has not claimed such payments, or corresponded in writing with Issuer or Bank concerning such payments within five (5) years after the date prescribed for payment, then funds deposited with the Bank by Issuer for any such payments will be returned to the Issuer and such bondholder shall look solely to the Issuer from and after such date for payment thereof.

G. The Bank's fees and expenses as compensation for the performance of its duties as Registrar and Paying Agent under the terms of this Agreement shall be as follows:

Acceptance Fee:	$ 300.00
Annual Fee:	$ 300.00 (payable semi-annually with debt service

Plus New Mexico Gross Receipts Tax

H. The Bank shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct. The Bank shall be under no duty to investigate or inquire as to the validity or accuracy of any document, agreement, requisition, instruction or request furnished to it hereunder believed by it to be genuine and the Bank may rely and at upon, and shall not be liable for acting or not acting upon, any such document, agreement, requisition, instruction or request. The duties and obligations of the Bank shall be determined solely by the express terms of this Agreement, the Bank shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement and no duties, obligations or responsibilities shall be implied into this Agreement against the Bank.

I. The Bank may consult with and obtain advice from legal counsel of its selection in the event any question as to any of the provisions hereof or its duties hereunder shall arise, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel. The cost of such services shall be born by Issuer.

J. Should the Issuer elect to terminate this Agreement and appoint a successor Registrar, Transfer Agent and Paying Agent, the Bank reserves the right to charge and be paid by the Issuer for the costs of transferring records, notifying bondholders and for any other duties that need to be performed. These costs are in addition to the specified fees and expenses in Paragraph G.

K. This Agreement may be executed in counterparts, all of which taken together will constitute one instrument.

Executed on the date first above written.

CITY OF SANTA FE, NEW MEXICO

By: _____
Alan Webber, Mayor

BOKF, NA

By: _____

Title: _____

Exhibit A

AUTHORIZED SIGNATURES

The following individuals are authorized to issue instructions to BOKF, NA as Agent for the accounts established by the attached agreement:

Signature: _____

Printed Name: Emily K. Oster

Title: Finance Director

Date: _____, 2025

Signature: _____

Printed Name: Mark Scott

Title: City Manager

Date: _____, 2025

Approved by: _____

Name: Alan Webber

Title: Mayor

Date: _____, 2025

OFFICIAL STATEMENT

NOTICE

**$25,000,000*
CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025**

Preliminary Official Statement, subject to completion,
dated _____, 2025

The Preliminary Official Statement, dated _____, 2025 (the "Preliminary Official Statement"), relating to the above-described bonds (the "Bonds") of the City of Santa Fe, New Mexico (the "City"), has been posted as a matter of convenience. The posted version of the Preliminary Official Statement has been formatted in Adobe Portable Document Format. Although this format should replicate the Preliminary Official Statement available from the City, appearance may vary for a number of reasons, including electronic communication difficulties or particular user software or hardware. Using software other than Adobe Acrobat may cause the Preliminary Official Statement that you view or print to differ in appearance from the Preliminary Official Statement.

The Preliminary Official Statement and the information contained therein are subject to completion or amendment or other change without notice. Under no circumstances shall the Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

For purposes of compliance with Rule 15c2-12 ("Rule 15c2-12") of the United States Securities and Exchange Commission (the "SEC"), this document constitutes an Official Statement of the City with respect to the Bonds that has been "deemed final" by the City as of its date, except for the omission of no more than the information permitted by Rule 15c2-12.

No person has been authorized to give any information or to make any representations other than those contained in the Preliminary Official Statement in connection with the offer and sale of the Bonds and, if given or made, such information or representations must not be relied upon as having been authorized. The information and expressions of opinion in the Preliminary Official Statement are subject to change without notice and neither the delivery of the Official Statement nor any sale made thereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date of the Preliminary Official Statement.

By choosing to proceed and view the electronic version of the Preliminary Official Statement, you acknowledge that you have read and understood this Notice.

Preliminary Official Statement dated _____, 2025

* Preliminary, subject to change.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2025

NEW ISSUE

RATINGS: [S&P Global Ratings: __
Fitch Ratings: __]

BOOK-ENTRY ONLY

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming compliance with certain covenants described in "TAX EXEMPTION" herein, interest on the Bonds (including original issue discount treated as interest) (a) is excludable from the gross income of the recipients thereof for federal income tax purposes, under Section 103 of the Internal Revenue Code of 1986, as amended, and (b) is not a specific item of tax preference for purposes of the federal alternative minimum tax under the Code; however, interest on the Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. Bond Counsel is also of the opinion, based on existing laws of the State of New Mexico as enacted and construed, that the Bonds and income from the Bonds are exempt from all taxation by the State of New Mexico or any political subdivision thereof. For a more complete description of such opinion of Bond Counsel and a description of certain provisions of the Internal Revenue Code of 1986, as amended, which may affect the federal tax treatment of interest on the Bonds for certain registered owners of such bonds, see "TAX EXEMPTION" herein.

$25,000,000*
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Dated: Date of Delivery

Due: June 1, as shown on the inside front cover

The 25,000,000* City of Santa Fe, New Mexico General Obligation Improvement Bonds, Series 2025 (the "Bonds") are being issued by the City of Santa Fe, New Mexico (the "City") to provide funds for the Improvement Project. See the "IMPROVEMENT PROJECT" and "SOURCES AND USES OF FUNDS" herein. The Bonds will bear interest from the date of delivery, at the rates set forth on the inside front cover hereof, payable semiannually on February 1 and August 1 of each year until maturity or prior redemption, commencing February 1, 2026, and will mature on August 1 of each of the years as set forth on the inside front cover hereof. Capitalized terms not defined on this front cover are as defined herein.

The Bonds are issuable as fully registered bonds in denominations of $5,000 or any integral multiple thereof. The Bonds will be issued pursuant to a book-entry only system and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Underwriters of the Bonds ("Beneficial Owners") will not receive physical delivery of bond certificates representing their beneficial ownership interests. So long as DTC or its nominee is the owner of the Bonds, principal of and interest on the Bonds will be paid by the Paying Agent (defined herein) to DTC or its nominee, which will in turn remit such payment to its Direct Participants for subsequent disbursement by the Direct Participants and the Indirect Participants to the Beneficial Owners. See "DESCRIPTION OF THE BONDS—Book-Entry Only System."

The Bonds are general obligations of the City payable from general (ad valorem) taxes which shall be levied against all taxable property in the City without limitation as to rate or amount.

The Bonds are subject to optional redemption prior to maturity as more fully described herein. See "THE BONDS—Optional Redemption of Bonds" herein. The City has undertaken, for the benefit of the owners of the Bonds, to provide certain annual and periodic disclosures described under the caption "CONTINUING DISCLOSURE INFORMATION" herein.

The Bonds are being issued pursuant to the powers of the City Council under Sections 3-30-1 through 3-30-9 and Sections 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented, the Constitution and other laws of the State. The $25,000,000* principal amount of the Bonds represents the entire series of general obligation bonds approved by the qualified electors of the City at an election held on November 5, 2024 to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.

The Bonds are offered when, as and if issued and received by the underwriters set forth below (the "Underwriters") subject to the approval of validity by Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico, Bond Counsel. Modrall, Sperling, Roehl, Harris & Sisk, P.A., has also acted as special counsel to the City in connection with the preparation of this Official Statement. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about August 20, 2025.

Electronic bids will be opened between 8:30 a.m. and 9:00 a.m., prevailing Mountain Time, _____, 2025 at the Office of the City Finance Director, 200 Lincoln Avenue, Santa Fe, New Mexico.

Dated: _____, 2025

* Preliminary, subject to change.

of the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

$25,000,000[*]
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

MATURITY SCHEDULE

Year (August 1)	Principal[*]	Interest	Yield	Price	CUSIP[(1)]
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					

[*] Preliminary, subject to change.

[(1)] *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright© 2018 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriters or their agents or counsel assumes responsibility for the accuracy of such numbers.*

CITY OF SANTA FE, NEW MEXICO

200 Lincoln Avenue
Santa Fe, New Mexico 87501
(505) 955-6500

MAYOR

Alan Webber

CITY COUNCIL

Jaimie Cassutt, Councilor
Alma Castro, Councilor
Amanda Chavez, Councilor
Pilar Faulkner, Councilor
Lee Garcia, Councilor
Michael Garcia, Councilor
Signe I. Lindell, Councilor
Carol Romero-Wirth, Councilor

CITY OFFICIALS

Mark Scott, City Manager
Andrea Salazar, City Clerk and Director of Community Engagement
Emily K. Oster, Director of Finance
Erin K. McSherry, City Attorney

BOND AND DISCLOSURE COUNSEL

Modrall, Sperling, Roehl, Harris & Sisk, P.A.
Albuquerque and Santa Fe, New Mexico

PAYING AGENT AND REGISTRAR

BOKF, NA
Albuquerque, New Mexico

FINANCIAL ADVISOR

Hilltop Securities Inc.
Dallas, Texas

REGARDING THIS OFFICIAL STATEMENT

No dealer, salesman or other person has been authorized to give any information or to make any statements or representations, other than those contained in this Official Statement, in connection with the offering of the Bonds, and, if given or made, such other information, statements or representations must not be relied upon as having been authorized by the City or Underwriters. This Official Statement does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation.

The information contained in this Official Statement has been furnished by the City or obtained from other sources which are believed by the City to be reliable. The information in this Official Statement is subject to change without notice and neither the delivery of this Official Statement nor any sale hereunder shall, under any circumstances, create any implication that there has been no change since the date of this Official Statement.

The Underwriters have reviewed the information in this Official Statement pursuant to their responsibilities to investors under the federal securities laws, but the Underwriters do not guarantee the accuracy or completeness of such information.

The Bonds have not been registered under the Securities Act of 1933 in reliance upon exemptions contained in such Act. The registration and qualification of the Bonds in accordance with applicable provisions of the securities laws of the states in which the Bonds have been registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof. Neither the United States Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity, nor any agency or department thereof, has passed upon the merits of the Bonds or the accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

This Official Statement contains statements relating to the City's future financial plans, receipt of future revenues and other matters that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "intend," "anticipate," "expect" and similar expressions are intended to identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

THE PRICES AT WHICH THE BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITERS (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES APPEARING ON THE INSIDE FRONT COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITERS MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS. IN CONNECTION WITH THE OFFERING OF THE BONDS, THE PURCHASHERS MAY EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Copies of the ordinance authorizing the issuance of the Bonds are available upon request at the office of the City Clerk, 200 Lincoln Avenue, Room 210, Santa Fe, New Mexico 87504, (505) 955-6521.

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CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025

SUMMARY OF INFORMATION

There follows a summary of certain provisions discussed in this Official Statement. SUCH SUMMARY DOES NOT PURPORT TO BE COMPREHENSIVE OR DEFINITIVE AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE COMPLETE OFFICIAL STATEMENT. This Summary is only a brief statement and a full review of the entire Official Statement should be made by potential investors. Capitalized terms used but not otherwise defined in this "SUMMARY OF INFORMATION" will have the meanings given such terms in the Bond Ordinance.

Dated:	Date of delivery.
Registration:	The City of Santa Fe, New Mexico General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds" or the "Bonds") will be issued as fully registered bonds in denominations of $5,000 and integral multiples thereof. The Registrar is BOKF, NA, Albuquerque.
Principal Payment:	The 2025 Bonds will mature on August 1 of each of the years set forth on the inside front cover page of this Official Statement.
Interest Payment:	Interest will be payable semiannually on August 1 and February 1, commencing on February 1, 2026.
Security:	The 2025 Bonds are secured by the City's full faith and credit and are general obligations of the City payable from *ad valorem* taxes to be levied, without limitation as to rate or amount, against all taxable property within the City. See "SECURITY AND REMEDIES" herein.
Prior Redemption:	The 2025 Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity at the option of the City, in whole or in part, on August 1, 20__ and any date thereafter at par, plus accrued interest to the redemption date, without premium. See "THE BONDS—Optional Redemption of the Bonds" herein.
Purpose:	The 2025 Bonds represent the entire series of general obligation bonds approved by the qualified electors of the City at an election held on November 5, 2024 to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.
Bond and Disclosure Counsel:	Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico.
Municipal Advisor:	Hilltop Securities Inc., Dallas, Texas
Paying Agent/Registrar:	BOKF, NA, Albuquerque, New Mexico

OFFICIAL STATEMENT

$25,000,000*
CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2025

INTRODUCTION

This Official Statement, which includes the cover page and the appendices hereto, sets forth certain information in connection with the offering of $25,000,000* aggregate principal amount of City of Santa Fe, New Mexico, General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds" or the "Bonds") to be issued by the City of Santa Fe, Santa Fe County, New Mexico (the "City," the "County" and the "State," respectively), pursuant to Ordinance No. 2025-__, adopted on June 25, 2025 (the "Bond Ordinance").

The 2025 Bonds are secured by the City's full faith and credit and are general obligations of the City payable from *ad valorem* taxes to be levied, without limitation as to rate or amount, against all taxable property within the City. See "SECURITY AND REMEDIES" herein.

The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each document. All capitalized terms used in this Official Statement and not otherwise defined herein have the same meanings as in the Bond Ordinance.

The Issuer

The City was established in 1610. The City was incorporated in 1891 as a body politic and corporate under the laws of the State and is both the County seat and capital of the State, with approximately 46% of the County population located in the City. The City Council (the "Council") is the policymaking body of the City and manages and controls the City's finances and property. The eight members of the Council are elected for staggered four-year terms. The Mayor is the chief executive officer of the City and presiding officer of the Council. On December 9, 1997, the City adopted a home-rule charter ("Charter") form of government which became effective March 15, 1998.

Authority for Issuance and Purpose

The Bonds are issued in accordance with the Constitution and laws of the State of New Mexico (the "State"), in particular, Sections 3-30-1 through 3-30-9 and Sections 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented. The Bonds represent the entire series of general obligation bonds approved by the qualified electors of the City at an election held on November 5, 2024 to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.

* Preliminary, subject to change.

The Bonds

The Bonds will be registered as to principal and interest, issued in denominations of $5,000 each, or integral multiples thereof, in conformance with the Constitution and laws of the State and pursuant to the Bond Ordinance. The Bonds shall mature in the principal amounts and on the dates shown on the inside front cover page hereof. Interest shall be payable February 1 and August 1 of each year commencing February 1, 2026 until maturity or prior redemption to registered owners shown on the books of the Registrar on the 15th day of the month preceding each regularly scheduled interest payment date thereafter ("Record Date"). The Bonds will be issued only in fully registered form and will be initially registered and delivered to Cede & Co., the nominee of The Depository Trust Company pursuant to the book-entry only system described herein.

Security

The Bonds are secured by the City's full faith and credit and are general obligations of the City payable from *ad valorem* taxes to be levied, without limitation as to rate or amount, against all taxable property within the City. See "SECURITY AND REMEDIES" herein.

Financial Statements

The City's audited financial statements as of and for the year ended June 30, 2024 including the opinions rendered thereon of certified public accountants, are attached as Appendix B *See* "FINANCIAL STATEMENTS" herein.

Tax Matters

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A. ("Bond Counsel"), (a) the interest on the Bonds will be excludable from gross income for federal income tax purposes under existing law, and (b) is not a specific preference item for purposes of the federal alternative minimum tax on individuals, subject to the matters described under the caption "TAX EXEMPTION" herein. Bond Counsel is also of the opinion, based on existing laws of the State of New Mexico as enacted and construed, that the Bonds and income from the Bonds are exempt from all taxation by the State of New Mexico or any political subdivision thereof.

Agents and Advisors

BOKF, NA, Albuquerque, New Mexico will serve as Paying Agent and Registrar. Carr, Riggs & Ingram, L.L.C. audited the City's general purpose financial statements as of and for the year ended June 30, 2024.

At the time of the issuance and sale of the Bonds, Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Bond Counsel, will deliver the bond opinion included in Appendix A hereto. See "LEGAL MATTERS" herein. Certain legal matters relating to the Bonds will be passed on for the City by Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Disclosure Counsel.

Hilltop Securities Inc., Dallas, Texas ("Hilltop") is employed as Municipal Advisor to the City in connection with the issuance of the Bonds. The Municipal Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Hilltop, in its capacity as Municipal Advisor, has not verified and does not assume any responsibility for the possible impact of any present, pending or future actions taken by any legislative or judicial bodies. The Municipal Advisor is not

obligated to undertake, and has not undertaken to make, an independent verification of, or assume responsibility for, the accuracy, completeness, or fairness of the information in this Official Statement.

Additional Information

This Official Statement is accurate only as of its date, and no representation is made that the information contained herein has not changed since that date. This Official Statement is intended to be made available to investors through the Municipal Advisor.

The quotations from, and summaries and explanations of, the statutes, regulations and documents contained herein do not purport to be complete, and reference is made to those statutes, regulations and documents for full and complete statements of their provisions. Copies, in a reasonable quantity, of those statutes, regulations and documents may be obtained upon request directed to the City, and upon payment to the City of a charge for copying, mailing and handling, at the City of Santa Fe, 200 Lincoln Avenue, Santa Fe, NM 87504-0909, telephone number (505) 955-6949, Attention: City Manager.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract between the City and the purchasers or holders of any of the Bonds.

THE BONDS

Description

The Bonds are general obligation bonds to be issued by the City in the total principal amount of $25,000,000* and will be dated the Date of Delivery, which is expected to be on or about August 20, 2025. The Bonds will be issued as fully registered bonds in denominations of $5,000 or integral multiples thereof, bearing interest from their date to maturity at the rates specified on the inside front cover page of this Official Statement payable semiannually on February 1 and August 1 each year, commencing on February 1, 2026, until maturity or prior redemption and maturing serially, as set forth on the inside front cover page of this Official Statement.

The Bonds will be issued only in fully registered form and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company New York, New York ("DTC"), pursuant to the book-entry only system described herein. No physical delivery of the Bonds will be made to the owners hereof. Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the beneficial owners of the Bonds. See "THE BONDS – Book-Entry Only System" herein.

Authorization

The Bonds were approved by the qualified electors of the City at an election held on November 5, 2024, and are being issued pursuant to the City Council's powers under Article IX, Section 10 of the Constitution of the State of New Mexico, and Sections 3-30-1 through 3-30-9 and 6-15-1 through 6-1522 NMSA 1978, as amended and supplemented, and the Ordinance of the City Council delegating authority to either of the Mayor and City Finance Director to award the Bonds to the best bidder in a competitive sale to be held on or about _____, 2025 as further set forth in the Pricing Certificate (together, the "Ordinance" or "Bond Ordinance").

Bond Registrar and Paying Agent

BOKF, NA, Albuquerque, New Mexico will serve as the Bond Registrar (the "Registrar") and Paying Agent (the "Paying Agent") for the Bonds.

Payment of Principal and Interest; Record Date

The principal of the Bonds is payable to the registered owners of the Bonds at the principal office of the Paying Agent. Interest on the Bonds is payable by check or draft of the Paying Agent mailed on or before each interest payment date to the registered owners of the Bonds as of the close of business on the 15th day of the calendar month preceding the interest payment date (the "Regular Record Date") at the addresses appearing in the registration books maintained by the Registrar; but any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner thereof at the close of business on the Regular Record Date and shall be payable to the person who is the registered owner thereof at the close of business on the date to be fixed by the Registrar whenever moneys become available for the payment of defaulted interest (the "Special Record Date").

Optional Redemption of Bonds

The Bonds maturing on and after August 1, 20___ may be redeemed prior to their scheduled maturity on August 1, 20__, or on any date thereafter, in whole or in part, at the option of the City Council at par plus accrued interest to the date of redemption, if any. The Bonds will be redeemed in $5,000 units or integral multiples of $5,000. If the City redeems only part of the Bonds of a given maturity, the Registrar will select those Bonds by lot.

Conditional Redemption

Unless money sufficient to pay the principal of and premium, if any, on the Bonds to be optionally redeemed is received by the Paying Agent prior to the giving of notice of redemption, that notice is to state that the redemption is conditional upon the receipt of that money by the Paying Agent by 2:00 p.m. on the redemption date. If an amount sufficient to redeem all Bonds called for redemption is not received by that time (i) the Paying Agent is to redeem only those Bonds for which the redemption price was received, (ii) the Bonds to be redeemed are to be selected in the manner set forth in the Ordinance and (iii) the redemption notice will have no effect with respect to those Bonds for which the redemption price was not received and those Bonds will not be redeemed. The Registrar is to give notice to the Owners of the Bonds previously called for redemption which will not be redeemed in the manner in which the notice of redemption was given, identifying the Bonds which will not be redeemed and stating that the redemption did not take place with respect to those Bonds and is to promptly return any Bonds previously delivered by the Owners of the Bonds.

Mandatory Sinking Fund Redemption

The Bonds maturing on August 1, ____ (the "Term Bonds") are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided) on the following dates at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption.

Term Bonds Maturing August 1, ____

Redemption Date	Amount

[to be provided if applicable]

Approximately forty-five (45) days immediately preceding each of the mandatory redemption dates specified above that the Term Bonds are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the numbers of the Term Bonds within the applicable maturity to be redeemed on the next following August 1 from moneys set aside for that purpose in the Interest and Sinking Fund. Any Term Bonds not selected for prior redemption shall be paid on the date of their stated maturity.

Notice of Redemption

Notice of redemption of Bonds is to be given by the Registrar by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the registered owner of each Bonds, or portion thereof, to be redeemed at the address shown as of the fifth day prior to the mailing of notice on the registration books kept by the Registrar. The City is to give the Registrar notice of Bonds to be called for optional redemption at least fifteen (15) days prior to the date that the Registrar is required to give the bond owners notice of redemption specifying the Bonds and the principal amount thereof to be called for redemption and the applicable redemption date. If the City has not designated the Bonds to be called for redemption on the dates specified above, the Registrar is to select the Bonds to be redeemed by lot.

Neither the City's failure to give such notice, the Registrar's failure to give such notice to the registered owner of any Bonds, or any defect therein, nor the failure of DTC to notify any Participant, or any Participant to notify a Beneficial Owner, of any such redemption, will affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. All notices are to specify the number or numbers and maturity dates of the Bonds to be redeemed (if less than all are to be redeemed), the amount of such Bonds to be redeemed (if less than the full amount of any Bonds is to be redeemed), the date fixed for redemption, the redemption price, the series and the CUSIP number and are further to state that on such redemption date there will become and be due and payable upon each Bonds or part thereof to be redeemed at the office of the Paying Agent the principal amount thereof to be redeemed plus accrued interest and that interest will cease to accrue on the principal amount redeemed. Subject to the provisions of the Bond Ordinance setting forth certain conditions to optional redemption of the Bonds, notice having been given in the manner provided above, the Bonds or part thereof called for redemption will become due and payable on the redemption date designated and the Bonds or part thereof to be redeemed for which the redemption price is on deposit with the Paying Agent will not be deemed to be outstanding and will cease to bear interest from and after such redemption date. Subject to the provisions of the Ordinance setting forth certain conditions to optional redemption of the Bonds, upon presentation of Bonds to be redeemed at the office of the Paying Agent on or after the redemption date, or, so long as the book-entry system is used for determining beneficial ownership of the Bonds, upon satisfaction of the terms of any other arrangement between the Paying Agent and DTC, the Paying Agent will pay such Bonds, or portion thereof called for redemption.

Exchange or Transfer of Bonds

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying

Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. See "THE BONDS – Book-Entry Only System" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Bonds.

Book-Entry Only System

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but neither the City, Municipal Advisor nor Bond Counsel take responsibility for the accuracy thereof.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of Bonds of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to Direct Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. The City undertakes no responsibility for and makes no representations as to the accuracy or the completeness of the content of such material contained on that website as described in the preceding sentence including, but not limited to, updates of such information or links to other Internet sites accessed through the aforementioned website.

Purchases of the Bonds under the DTC system must be made by or through Direct or Indirect Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase.

Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

While the Bonds are in the book-entry only system, redemption notices will be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates representing the Bonds will be printed and delivered to DTC.

SECURITY AND REMEDIES

General

The Bonds are general obligations of the City payable from *ad valorem* taxes, which may be levied against all taxable property within the City without limitation as to rate or amount. The Bonds are secured by the obligation of the City to levy and collect upon all taxable property within the City a tax rate levy sufficient, together with other legally available revenues, to pay the debt service on the Bonds. Such annual levy for debt service creates a statutory tax lien that can be enforced personally against the owner of the property or enforced by sale of the property. Neither the State nor any other political subdivision has any responsibility to pay the debt service on the Bonds.

Legal Matters

Various State laws and constitutional provisions apply to the assessment and collection of *ad valorem* property taxes. There is no assurance that there will not be any amendment, change in the interpretation of, or addition to the applicable laws, provisions and regulations that would have a material effect, directly or indirectly, on the affairs of the City.

Limitations on Remedies Available to Owners of Bonds

There is no provision for acceleration of maturity of the principal of the Bonds in the event of a default in the payment of principal of or interest on the Bonds. Consequently, remedies available to the owners of the Bonds may have to be enforced from year to year.

The enforceability of the rights and remedies of the owners of the Bonds, and the obligations incurred by the City in issuing the Bonds, are subject to the following: the Federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect; usual equity principles, which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or State government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

Cybersecurity

The City operates a large and complex information technology infrastructure to support internal and external operations. As is the case with any such environment, the threat of cybersecurity incidents is a constant one. These incidents may arise from multiple sources, including unintentional events or actions, intentional insider threat, and deliberate malicious attacks or actions from outside entities. The effect of these threats may include unauthorized access to City systems, data or resources, inappropriate exposure or use of City information, disruption of City services, and damage to City systems. The City carries insurance against losses relating to cybersecurity incidents with coverage at a level it believes to be comparable to coverage carried by other local governments of similar size.

Climate Change and Natural Disasters

The State could experience and is susceptible to weather events and natural disasters that could be deemed extreme including, without limitation, periods of heat, droughts, floods, mud slides, tornadoes and other wind conditions and wildfires, which could result in negative economic impacts on the City. Such effects may be exacerbated by a longer term shift in the climate over several decades, commonly referred to as climate change. Numerous scientific studies on climate change show that, among other effects on the global ecosystem, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. As a result, the City could lose tax revenues and many residents, businesses, and governmental operations could be displaced. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and state levels (including but not limited to air, water, hazardous substances and waste regulations) that could have a material adverse effect on the operations and/or financial condition of the City. The City cannot predict the occurrence or extent of any future extreme weather events or natural disasters or the economic impacts that the occurrence of any such events may have on the City.

Potential Limitation of Tax Exemption of Interest on the Bonds

From time to time, the President of the United States, the United States Congress and/or state legislatures have proposed and could propose in the future, legislation that, if enacted, could cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. Clarifications of the Internal Revenue Code of 1986, as amended, or court decisions may also cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation. The introduction or enactment of any such legislative proposals or any clarification of the Internal Revenue Code of 1986, as amended, or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any such pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

PURPOSE AND PLAN OF FINANCING

The Bonds will be issued in a principal amount of $25,000,000* to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.

SOURCES AND USES OF FUNDS

The sources and uses of funds relating to the Bonds are set forth in the following table.

SOURCES OF FUNDS	
Bond proceeds	$
[Net] Premium	
TOTAL SOURCES OF FUNDS	$
USES OF FUNDS	
Acquisition Fund	$
Underwriter's Discount	
Costs of Issuance[1]	
TOTAL USES OF FUNDS	$

[1] Includes Municipal Advisor fees, rating agency fees, legal fees, fees of the paying agent/registrar, and other miscellaneous costs and expenses related to the issuance of the Bonds.

*Preliminary; subject to change.

DEBT AND OTHER FINANCIAL OBLIGATIONS

Selected Ratios of Per Capita Debt and Assessed Valuation

Article IX, Section 13, of the New Mexico Constitution prohibits municipalities, including the City, from incurring general obligation debt in an aggregate amount, including existing indebtedness, exceeding four percent of the value of the taxable property within such municipality, as shown by the last preceding general assessment. The following table sets forth details relating to the ratio of general debt and overlapping debt to population and assessed valuation:

Estimated City Population[1]	89,167
Total General Obligation Direct Debt[2]	$37,425,000
Direct and Overlapping Debt[2]	$230, 554,156
2024 Assessed Valuation	$5,884,882,813
2024 Statutory Actual Valuation[3]	$17,654,648,439
City Direct Debt as % of:	
-Assessed Valuation	0.64%
-Statutory Actual Valuation	0.21%
Direct and Overlapping Debt as % of	
-Assessed Valuation	3.92%
-Statutory Actual Valuation	1.31%
City Debt Per Capita	$419.72
Direct and Overlapping Debt Per Capita	$2,585.64

[1] Source: City of Santa Fe.
[2] Figure includes the proposed 2025 Bonds. Preliminary, subject to change.
[3] Figure is estimated by reference to the statutory formula under which assessed valuation is calculated at 33.3% of statutory actual valuation.

Outstanding General Obligation Debt

The City has $12,425,000 in outstanding general obligation debt, in addition to the Bonds:

Series	Original Principal Amount	Amount Outstanding (as of June 30, 2025)	Final Maturity Date (August 1)
2013	$12,000,000	$5,935,000	2032
2014	$5,800,000	3,490,000	2034
2019	$5,445,000	3,000,000	2029

DEBT SERVICE REQUIREMENTS TO MATURITY

The following table represents annual debt service expenses on the City's outstanding general obligation debt and the 2025 Bonds.

Debt Service Requirements to Maturity

Fiscal	Present Requirements			Series 2025 Bonds*			Total Requirements		
Year	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2025	$ 1,435,000	521,838	1,956,838				$ 1,435,000	$ 521,838	$ 1,956,838
2026	1,490,000	464,003	1,954,003		$ 593,750	$ 593,750	1,490,000	1,057,753	2,547,753
2027	1,550,000	401,994	1,951,994		1,187,500	1,187,500	1,550,000	1,589,494	3,139,494
2028	1,610,000	336,069	1,946,069		1,187,500	1,187,500	1,610,000	1,523,569	3,133,569
2029	1,680,000	267,394	1,947,394		1,187,500	1,187,500	1,680,000	1,454,894	3,134,894
2030	1,755,000	195,644	1,950,644		1,187,500	1,187,500	1,755,000	1,383,144	3,138,144
2031	1,135,000	137,822	1,272,822	$ 155,000	1,183,819	1,338,819	1,290,000	1,321,641	2,611,641
2032	1,180,000	94,555	1,274,555	160,000	1,176,338	1,336,338	1,340,000	1,270,893	2,610,893
2033	1,220,000	49,555	1,269,555	170,000	1,168,500	1,338,500	1,390,000	1,218,055	2,608,055
2034	395,000	20,256	415,256	1,055,000	1,139,406	2,194,406	1,450,000	1,159,663	2,609,663
2035	410,000	6,919	416,919	1,105,000	1,088,106	2,193,106	1,515,000	1,095,025	2,610,025
2036				1,585,000	1,024,219	2,609,219	1,585,000	1,024,219	2,609,219
2037				1,660,000	947,150	2,607,150	1,660,000	947,150	2,607,150
2038				1,745,000	866,281	2,611,281	1,745,000	866,281	2,611,281
2039				1,825,000	781,494	2,606,494	1,825,000	781,494	2,606,494
2040				1,915,000	692,669	2,607,669	1,915,000	692,669	2,607,669
2041				2,010,000	599,450	2,609,450	2,010,000	599,450	2,609,450
2042				2,105,000	501,719	2,606,719	2,105,000	501,719	2,606,719
2043				2,210,000	399,238	2,609,238	2,210,000	399,238	2,609,238
2044				2,320,000	291,650	2,611,650	2,320,000	291,650	2,611,650
2045				2,430,000	178,838	2,608,838	2,430,000	178,838	2,608,838
2046				2,550,000	60,563	2,610,563	2,550,000	60,563	2,610,563
	$13,860,000	$2,496,048	$16,356,048	$25,000,000	$17,443,188	$42,443,188	$38,860,000	$19,939,235	$58,799,235

* Preliminary, subject to change based on par amount of 2025 Bonds of $25,000,000.

Statement of Estimated Direct and Overlapping Debt

The following calculation analyzes the debt load and per capita debt of the City payable from property taxes. In addition to outstanding debt of the City, the calculation takes into account debt attributable to taxing entities that is the responsibility of taxpayers within the boundaries of the City.[(1)]

Taxing Entity	2024 Assessed Valuation	General Obligation Debt Outstanding	Percentage Applicable	City Share of Outstanding Debt
State of New Mexico	$108,183,361,964	$ 347,815,000	5.44%	$ 18,920,197
City of Santa Fe	5,885,883,824	37,425,000 [(1)]	100.00%	37,425,000
Santa Fe County	10,196,838,890	109,610,000	58.05%	63,628,605
Santa Fe Public Schools	9,433,227,092	179,490,000	62.74%	112,612,026
Santa Fe Community College	9,433,227,092	11,075,000	62.75%	6,948,967
Total Direct and Overlapping Debt				$239,534,598
Ratio of Estimated Direct & Overlapping Debt to 2024 Assessed Valuation:				4.07%
Ratio of Estimated Direct & Overlapping Debt to 2024 Statutory Actual Valuation:				1.36%
Per Capita Direct & Overlapping Debt:				$2,585.64

[(1)] Figure includes proposed 2025 Bonds. Preliminary; subject to change.

Analysis of Assessed Valuation

Assessed Valuation of property within the City is calculated as follows: Of the total assessed valuation of all taxable property in the City, 33 1/3% is legally subject to *ad valorem* taxes. After deduction of certain personal exemptions, the 2024 Assessed Valuation is $5,884,882,813. The actual value of personal property within the City (see "Assessments" below) is determined by the Santa Fe County Assessor. The actual value of certain corporate property within the City (see "Centrally Assessed" below) is determined by the State of New Mexico, Taxation and Revenue Department, Property Tax Division.

The analysis of Assessed Valuation in the City of Santa Fe is as follows:

	2024	2023	2022	2021	2020
Assessments					
Value of Land	$1,466,999,199	$1,410,716,315	$1,356,684,268	$1,297,705,871	$1,321,355,486
Improvements	5,110,474,079	4,842,597,072	4,138,778,251	3,789,374,062	3,791,967,921
Personal Property	52,465,882	52,926,238	55,079,286	53,786,924	55,293,073
CAB	65,798,299	56,161,111	53,961,497	63,803,364	59,819,692
Mobile Homes	15,074,346	14,139,935	12,753,865	12,063,025	11,598,350
Livestock	23,788	23,809	24,047	23,564	26,178
Assessor's Taxable Value	$6,710,835,593	$6,376,574,479	$5,617,281,214	$5,216,756,810	$5,240,060,700
Less Exemptions					
Head of Household	(24,265,415)	(24,238,143)	(24,635,778)	(25,065,710)	(24,552,389)
Veteran	(8,752,818)	(9,014,513	(9,424,972)	(9,878,740)	(9,966,405)
Disabled Veteran	(38,269,716)	(32,084,965)	(30,231,465)	(28,468,665)	(26,849,584)
Other	(754,664,831)	(736,261,321)	(592,554,083)	(542,449,821)	(620,948,347)
Total Exemptions	(825,952,780)	(801,598,942)	(656,846,298)	(605,862,936)	(682,316,725)
Assessor's Net Taxable Value	$5,884,882,813	$5,574,965,537	$4,960,434,916	$4,610,893,874	$4,557,743,975
Centrally Assessed					
Total Assessed Valuation					
Residential					
Non-Residential					
Total					

Source: Santa Fe County Assessor's Office.

History of Assessed Valuation

The following is a history of assessed valuation for the City and Santa Fe County.

	City of Santa Fe	Santa Fe County
2024	$5,884,882,813	$10,196,838,890
2023	5,574,965,537	9,603,851,513
2022	4,960,434,915	8,694,115,447
2021	4,610,893,905	8,039,694,860
2020	4,557,743,975	7,828,549,667

Source: Santa Fe County Assessor's Office.

Residential and Non-Residential Tax Rates

Article VIII, Section 2 of the New Mexico Constitution limits the total *ad valorem* taxes for operational purposes levied by all overlapping governmental units within the County to $20.00 per $1,000 of assessed value. This limitation does not apply to levies for public debt and levies for additional taxes if authorized at an election by a majority of the qualified voters of the County voting on the question. The following table summarizes the tax situation on residential property located within the City for 2020 through 2024. Except as required to meet debt service on general obligation bonds and as a result of application of the yield control statute, Section 7-37-7.1 NMSA 1978, the City expects no change in the level of its taxes in the foreseeable future but is unable to predict what overlapping entities might do. See "DEBT AND OTHER FINANCIAL OBLIGATIONS – Yield Control Limitation" herein. A high level of taxation may adversely impact the City's ability to repay bonds.

Residential
Within 20 Mill Limit for General Purposes

	2024	2023	2022	2021	2020
State of New Mexico	$0.000	$0.000	$0.000	$0.000	$0.000
Santa Fe County	5.311	5.428	5.484	5.560	5.698
Santa Fe Community College	2.770	2.820	2.851	2.892	2.965
City of Santa Fe	1.469	1.503	1.523	1.545	1.582
Santa Fe Public Schools	0.139	0.142	0.143	0.142	0.145
Total	$9.689	$9.893	$10.001	$10.139	$10.390

Over 20 Mill Limit- Interest, Principal, Judgments, etc.

	2024	2023	2022	2021	2020
State of New Mexico	$1.360	$1.360	$1.360	$1.360	$1.360
Santa Fe County	2.129	2.129	2.124	2.124	2.124
Santa Fe Community College	0.650	0.650	0.650	0.650	0.650
City of Santa Fe	0.408	0.408	0.475	0.567	0.350
Santa Fe Public Schools	8.625	9.107	9.107	9.211	9.157
Total	$13.172	$13.654	$13.716	$13.912	$13.641

Total Levy

	2024	2023	2022	2021	2020
State of New Mexico	$1.360	$1.360	$1.360	$1.360	$1.360
Santa Fe County	7.440	7.557	7.608	7.684	7.822
Santa Fe Community College	3.420	3.470	3.501	3.542	3.615
City of Santa Fe	1.877	1.911	1.998	2.112	1.932
Santa Fe Public Schools	8.764	9.249	9.250	9.353	9.302
Total	$22.861	$23.547	$23.717	$24.051	24.031

Source: New Mexico Department of Finance and Administration.

Major Taxpayers

The 10 largest taxpayers in the City of Santa Fe have a combined valuation of $265,526,879, representing 4.45% of the 2024 total assessed valuation within the City.

Name	Type of Business	2024 Assessed Valuation	% of Assessed Valuation
Public Service Company of NM	Electric Utility	$71,511,924	1.22%
Presbyterian Medical Services	Medical	52,818,076	0.89%
Christus St. Vincent Hospital	Medical	36,541,931	0.62%
New Mexico Gas Company	Gas Utility	17,296,523	0.29%
BNSF Railway	Railroad	17,101,123	0.29%
Comcast	Telecomm. Provider	14, 852,685	0.25%
Guadalupe Hotel Investment LLC	Real Estate/Hotel	14,420,062	0.24%
El Castillo Retirement Residences	Retirement Community	14,304,866	0.24%
La Fonda Holdings LLC	Real Estate/Hotel	13,653,365	0.23%
Qwest	Telecomm. Provider	13,026,323	0.22%
Total		$265,526,879	4.45%

Source: Santa Fe County Assessor's Office.

Yield Control Limitation

State law limits property tax increases from the prior property tax year. Specifically, no taxing entity may set a rate or impose a tax (excluding oil and gas production *ad valorem* and oil and gas production equipment *ad valorem* taxes) or assessment that will produce revenues that taxes exceed the prior year's tax revenues from residential and non-residential property multiplied by a "growth control factor." The growth control factor is the percentage equal to the sum of (a) "percent change I" plus (b) the prior property tax year's total taxable property value plus "net new value," as defined by statute, divided by such prior property tax year's total taxable property value; but if that percentage is less than 100 percent, then the growth control factor is (a) "percent change I" plus (b) 100%. "Percent change I" is based upon the annual implicit price deflator index for state and local government purchases of goods and services (as published in the United States Department of Commerce monthly publication entitled "Survey of Current Business," or any successor publication) and is a percent (not to exceed 5%) that is derived by dividing the increase in the prior calendar year's index over the index for the calendar year next preceding the prior calendar year (unless there was a decrease, in which case zero if used) by the index for such calendar year next preceding the prior calendar year. *The growth control factor applies to authorized operating levies and to any capital improvements levies, but does not apply to levies for paying principal and interest on public general obligation debt.*

Limitations on Residential Property Tax Increases

In an effort to limit large annual increases in residential property taxes in some areas of the State (particularly the Santa Fe and Taos areas which have experienced large increases in residential property values in recent years), an amendment to the uniformity clause (Article VIII, Section 1) of the New Mexico Constitution was approved by a wide margin by New Mexico voters on November 3, 1998.

The amendment directs the Legislature to provide for valuation of residential property in a manner that limits annual increases in valuation. The limitation may be applied to classes of residential property

taxpayers based on occupancy, age or income. The limitations may be authorized statewide or at the option of a local jurisdiction and may include conditions for applying the limitations.

Section 7-36-21.2 NMSA 1978 establishes a statewide limitation on residential property valuation increases which began in tax year 2001. Annual valuation increases will be limited to 3% over the prior year's valuation or 6.1% over the valuation from two years prior. These limitations do not apply under the following exceptions:

1. When property is being valued for the first time;
2. When physical improvements are made to the property;
3. When a change of ownership outside the family occurs;
4. When a change in zoning or use of property occurs; and
5. To property that is subject to the valuation limitations under Section 7-36-21.3 NMSA 1978.

Section 7-36-21.3 NMSA 1978 places a limitation on the increase in value for property taxation purpose for single-family dwellings occupied by low-income owners who are sixty-five years of age or older or who are disabled. The statute fixes the valuation of the property to the valuation in the year that the owner turned 65 or became disabled. The Section 7-36-21.3 limitation does not apply:

1. To property that is being valued for the first time;
2. To a change in valuation resulting from physical improvements made to the property in the preceding year; and
3. To a change in valuation resulting from a change in the zoning or permitted use of the property in the preceding year.

Amendments to State laws affecting residential property taxes are proposed from time to time and may be proposed in the future by the Legislature. Such amendments, if enacted, could result in an increase to the tax rate imposed on residential property tax within the City in order to pay the principal of and interest on general obligation bonds issued by the City, including the Bonds.

The constitutionality of the property tax limitation has been challenged in a number of venues. On March 28, 2012, the New Mexico Court of Appeals upheld the statutory valuation cap and its application under Section 7-36-21.2 NMSA 1978, which ruling was affirmed by the New Mexico Supreme Court in June, 2014.

Tax Collections on Locally Assessed and Centrally Assessed Property

General (*ad valorem*) taxes for all units of government are collected by the Santa Fe County Treasurer and distributed monthly to the various political subdivisions to which they are due. Property taxes are due in two installments. The first half installment is due on November 10 and becomes delinquent on December 10. The second half installment is due on April 10 and becomes delinquent on May 10. Collection statistics for Santa Fe County are presented here:

Tax Year	Fiscal Year	Net Taxes Charged to Treasurer	Current Collections (1)	Current Tax Collections as a % of Net Levied	Current/ Delinquent Tax Collections (2)	Current/Delinquent Collections as a % of Net Levied
2023	23/24	$236,288,784	$226,200,296	95.73%	$226,200,296	95.73%
2022	22/23	214,712,970	208,544,585	97.13%	212,362,826	98.91%
2021	21/22	199,804,946	193,596,999	96.89%	198,603,398	99.40%
2020	20/21	196,143,309	191,796,346	97.78%	194,886,318	99.36%
2019	19/20	190,991,253	184,211,903	96.45%	190,021,188	99.49%
2018	18/19	182,850,115	176,420,838	96.48%	182,043,380	99.56%
2017	17/18	179,098,414	173,269,194	96.75%	178,656,205	99.75%
2016	16/17	168,547,930	162,656,064	96.50%	168,224,103	99.81%
2015	15/16	164,736,283	158,750,208	96.37%	164,517,742	99.87%
2014	14/15	159,052,796	152,201,398	95.69%	158,853,100	99.87%

(1) As of June 30 of each year.
(2) Figures are as of June 30, 2024. The second half of 2024 property taxes were due May 10, 2025.

Source: Santa Fe County Treasurer's Office.

Interest on Delinquent Taxes

Pursuant to Section 7-38-49 NMSA 1978, if property taxes are not paid for any reason within thirty days after the date they are due, interest on the unpaid taxes shall accrue from the thirtieth day after they are due until the date they are paid. Interest accrues at the rate of one percent (1%) per month or any fraction of a month.

Penalty for Delinquent Taxes

Section 7-38-50 NMSA 1978 provides that, if property taxes become delinquent, a penalty of one percent of the delinquent tax for each month, or any portion of a month, they remain unpaid shall be imposed, but the total penalty shall not exceed five percent (5%) of the delinquent taxes. The minimum penalty imposed is $5.00. A City can suspend application of the minimum penalty requirement for any tax year.

If property taxes become delinquent because of intent to defraud by the property owner, 50% of the property taxes due or $50.00, whichever is greater, shall be added as a penalty.

Remedies Available for Non-Payment of Taxes

Pursuant to Section 7-38-47 NMSA 1978, property taxes are the personal obligation of the person owning the property on the date on which the property was subject to valuation for property taxation purposes. A personal judgment may be rendered against the taxpayer for payment of taxes that are delinquent, together with any penalty and interest on the delinquent taxes.

Taxes on real property are a lien against the real property. A lien runs in favor of the State and secures the payment of property taxes and any penalty and interest until such payments are made. Such lien is a first lien and paramount to any other interest in the property, perfected or unperfected. Pursuant to Section 7-38-65 NMSA 1978, delinquent taxes on real property may be collected by selling the real property on which taxes are delinquent.

Pursuant to Section 7-38-53 NMSA 1978, delinquent property taxes on personal property may be collected by asserting a claim against the owner(s) of the personal property for which taxes are delinquent.

Protest

Pursuant to Section 7-38-39 NMSA 1978, after receiving his or her property tax bill and after making payment prior to the delinquency date of all property taxes due in accordance with the bill, a property owner may protest the value or classification determined for his or her property for property taxation purposes, the allocation of value of his or her property to a particular governmental unit, the application to his or her property of an administrative fee adopted pursuant to Section 7-38-36.1 NMSA 1978 or a denial of a claim for an exemption by filing a claim for refund in the district court. Pursuant to Section 7-38-41 NMSA 1978, the portion of any property taxes paid to the County Treasurer that is not admitted to be due and is the subject of a claim for refund will be deposited in a "property tax suspense fund." Moneys in the property tax suspense fund may not be used for the payment of debt service on the Bonds.

FINANCIAL INFORMATION CONCERNING THE CITY

The City's Accounting and Budgetary Practices and Procedures

Receipts and disbursements of the City are recorded on a modified accrual basis of accounting. Under this method of accounting, as a general rule, revenue which is available for financing of current appropriations is recognized when received or when susceptible to accrual, and expenditures benefiting more than one year are recorded when encumbered. Exceptions to this general rule include: (1) disbursements for some inventory items are recorded at the time of purchase, (2) prepaid expenses benefiting more than one year are recorded in the year of payment and (3) property taxes are recognized as received.

Governmental Accounting Standards Board Statement

The City's financial statements present the government as an entity for which the City is considered to be financially accountable. The City has no component units or blended component units that are legally separate entities.

During the year ended June 30, 2016, the City adopted GASB Statements Nos. 72, *Fair Value Measurement and Application,* a portion of No. 73 *Accounting and Financial Reporting for Pensions and Related Assets that are not within the Scope of GASB Statement 68 and Amendments to Certain Provisions of GASB Statements 67 and 68,* No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments,* No. 79, *Certain External Investment Pools and Pool Participants* and No. 82 *Pension Issues – an amendment of GASB Statement No. 67, No. 68, and No. 73.* These five Statements were required to be implemented by June 30, 2016.

GASB Statement No. 72 addresses accounting financial reporting issues related to fair value measurements. The definition of *fair value* is price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It provides guidance for determining a fair value measurement for financial reporting purposes and for applying fair value to certain investments and disclosures related to all fair value measurements. The requirements of GASB 72 enhances comparability of financial statements among governments by requiring measurements of certain assets and liabilities at fair value using a consistent and more detailed definition of fair value and accepted valuation techniques. This Statement also will enhance fair value application guidance and related disclosures in order to provide information to financial statement users about the impact of fair value measurements on government's financial position.

GASB Statement No. 82 addresses certain issues that have been raised with respect to Statement No. 67, *Financial Reporting for Pension Plans,* No. 68, *Accounting and Financial Reporting for Pensions,* and No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68.* Specifically, this GASB 82 addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information; (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and; (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements. Its objective is to address certain issues that have been raised with respect to Statements No.67, *Financial Reporting for Pensions Plans,* No. 68, *Accounting and Financial Reporting for Pensions,* and No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statement 67 and 68.* Specifically, the statement addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information; (2) the selection of assumptions and treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and; (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements.

GASB 75, *Accounting and financial reporting by Employers for Postemployment Benefits Other than Pensions (OPEB Employer)* became effective for fiscal years beginning after June 15, 2017 and replaced the requirements of Statement Nos. 45 and 57. GASB 75 moves accounting of OPEB benefits to the balance sheet and income statement from the notes related to the financial statements. The methodology for valuing OPEB liabilities under GASB 75 has been standardized, and instead of being amortized over a period of up to 30 years, certain changes in OPEB liability are factored into the calculation of OPEB expense for the applicable reporting period. OPEB expense is based on the net OPEB liability change between reporting dates, with some sources of change recognized immediately, and others spread over years. OPEB expense under GASB 75 is no longer equal to the contributions to an OPEB trust or the OPEB benefits or premiums paid.

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from the legally separate component unit for which the primary government is financially accountable.

Operations of the General Fund

The following sets forth a comparative summary of the operations of the General Fund of the City for the years ended June 30, 2020 through June 30, 2024. Information regarding the operations of the General Fund is presented only to summarize the City's operating history. For a more detailed discussion of the City's results of operations for the fiscal year ended June 30, 2024, see "Management's Discussion and Analysis" included in the attached financial statements.

GENERAL FUND- STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Revenues:	**2024**	**2023**	**2022**	**2021**	**2020**
Taxes:					
Gross Receipts	$106,133,722	$ 98,962,862	$ 94,117,754	$ 71,097,448	$ 72,142,247
Motor taxes	--	--	--	469,728	486,671
Lodgers'	--	--	--	--	--
Property	10,270,979	9,516,085	8,597,439	9,101,143	8,732,172
Other	6,540,694			9,149,457	8,920,423
Intergovernmental revenues					
Federal operating	--	--	--	--	--
State operating	--	--	46,242	8,476,923	56,345
Local	--	--	2,015	22,943	17,710
Lease revenue	--	--	--	--	--
Charges for services	15,224,389	14,117,868	11,397,076	7,832,544	8,350,589
Investment income (loss)	3,367,284	3,991,797	103,126	22,701	121,586
Other Revenues	1,357,383	50,021	9,355,773	116,300	458,598
Total Revenues	142,894,451	$133,452,785	$128,478,810	$106,289,187$	$ 99,286,341
Expenditures:					
Current:					
General government	21,436,506	14,279,897	26,085,939	13,964,448	15,157,369
Public safety	64,027,814	39,819,047	48,077,414	39,747,963	44,183,340
Public works	19,717,380	21,167,821	5,637,776	19,512,094	10,786,864
Community development	2,089,436	1,931,019	3,360,609	1,606,273	3,370,485
Education	3,321,337	1,970,727	--	2,475,780	2,595,792
Culture and recreation	4,816,882	5,368,820	11,749,917	4,205,791	9.635,166
Capital outlay	11,245,330	26,957,080	--	791,782	2,875,546
Debt service					
Principal payments	87,723	87,118	--	--	--
Interest	2,116	104	--	--	--
Debt issuance costs	--	--	--	--	45,552
Total expenditures	126,753,524	111,581,633	94,911,655	82,304,131	88,604,562
Excess (deficiency) of revenues over expenditures	16,140,927	21,871,152	33,567,155	23,985,056	10,681,779
Other financing sources (uses):					
Proceeds from sale of assets	--	213,807	--	--	--
Transfers in	3,545,419	3,105,936	4,053,300	7,621,688	2,334,946
Transfers out	(12,741,913)	(11,627,857)	(24,318,313)	(12,272,876)	(7,943,095)
Total other financing sources (uses)	(9,196,494)	(8,209,114)	(20,265,013)	(4,651,186)	(5,608,149)
Net change in fund balances	6,944,433	13,562,038	13,302,142	19,333,868	5,073,630
Fund balances, beginning of year	76,450,942	62,888,904	49,586,762	30,252,894	24,416,020
Fund Balances, end of year	**$83,395,375**	**$ 76,450,942**	**$ 62,888,904**	**$ 49,586,762**	**$ 29,489,650**

Source: State of New Mexico Office of the State Auditor; City of Santa Fe Finance Department.
(1) Reporting of expenditures reflects variation in format and presentation of FY 2024 Audited Financial Statements.

ECONOMIC AND DEMOGRAPHIC INFORMATION

The statistics set forth below have been obtained from the referenced sources. The City has assumed that the information obtained from sources other than the City is accurate without independently verifying it. Historical figures provided under this caption have not been adjusted to reflect economic trends such as inflation. The following information is not to be relied upon as a representation or guarantee of the City.

Population

Population Growth

Census Year	City	County	State
1980	49,299	75,519	1,308,302
1990	55,859	99,288	1,520,207
2000	62,203	129,292	1,819,046
2010	67,947	144,170	2,059,179
2020	83,875	148,651	2,084,117
2024	89,167[2]	157,765	2,130,256

Source: U.S. Census Bureau and World Population Review.

[1] The City annexed approximately 4,100 acres in phases from 2014-2019 that contributed to the growth in population from 2010 to 2015 by adding approximately 13,000 residents.
[2] As of July 1, 2023, which is the most recent date for which data is available.

The following table provides an estimated age profile of the City's population from the U.S. Census Bureau's American Community Survey, and comparative data for the County, State and the United States:

Age Group	Santa Fe — MSA	New Mexico
0 --19	18%	23%
20--29	10%	13%
30--39	12%	13%
40--49	12%	12%
50--59	13%	11%
60 and Older	36%	27%

Source: Census Reporter, 2023.

The total population of the City grew by 13.3% over the decade of the 1980s (1980-1990), by 11.3% over the decade of the 1990s (1990-2000), by 9.2% between 2000 and 2010, and by 23.4% between 2010 and 2015 which was largely due to annexation as formerly footnoted in the Population Growth table above.

Income

The table set forth below shows per household effective buying income categories for residents of the Santa Fe Metropolitan Statistical Area ("MSA") and comparative data for the State and the United States.

Effective Buying Income Group[1]	Santa Fe MSA	New Mexico	United States
Under $25,000	18.90%	26.42%	20.37%
$25,000 - $34,999	9.98%	10.23%	9.21%
$35,000 - $49,999	13.89%	13.64%	12.87%
$50,000 - $74,999	18.44%	17.13%	17.09%
$75,000 and over	38.77%	32.58%	40.46%
Median Household Income[2]			
2019 Est. Median Household Income	$61,791	$52,021	$81,210
2020 Est. Median Household Income	$58,898	$52,285	$79,560
2021 Est. Median Household Income	$67,311	$54,304	$79,260
2022 Est. Median Household Income	$72,836	$59,842	$77,540
2023 Est. Median Household Income	$73,366	$62,286	$80,610

[1] Spotlight, February 2023.
[2] Federal Reserve Bank of St. Louis.

Per Capita Income

The following table sets forth the per-capita income, based on the total gross personal income divided by the population, for the Santa Fe MSA, the State and the United States. Although the State per capita income remains lower than the per capita income of the United States as a whole, the Santa Fe MSA per capita income is higher than the per capita income of the State and the United States.

Per Capita Personal Income

Year	Santa Fe MSA	New Mexico	United States
2024	*	57,652	72,478
2023	77,717	55,166	69,413
2022	72,932	53,069	66,059
2021	70,477	50,682	64,419
2020	63,443	46,483	59,125
2019	60,853	42,223	55,559
2018	57,163	40,976	53,310
2017	54,072	39,196	50,977
2016	53,566	38,474	49,943
2015	50,974	37,752	48,038

Source: Federal Reserve Bank of St. Louis.

Employment

The following table provides a 10 year history of average employment figures for the Santa Fe MSA, the State and the United States.

EMPLOYMENT/UNEMPLOYMENT RATES

Year[(1)]	Santa Fe MSA Labor Force	Santa Fe MSA % Unemployed	State Labor Force	State % Unemployed	U.S. % Unemployed
2024	88,451	3.6%	942,357	4.2%	4.0%
2023	81,791	3.3%	964,991	3.8%	3.6%
2022	98,435	3.7%	947,991	4.1%	3.6%
2021	89,004	6.6%	942,505	7.1%	5.4%
2020	77,468	7.7%	931,147	7.9%	8.1%
2019	92,310	4.1%	955,890	5.0%	3.7%
2018	87,340	4.2%	944,844	4.9%	3.9%
2017	84,958	5.1%	948,364	6.0%	4.4%
2016	87,539	5.4%	944,335	6.8%	4.9%
2015	82,413	5.4%	938,333	6.6%	5.3%

Source: Federal Reserve Bank of St. Louis.

Santa Fe MSA--Major Employers

Employer	Business Type	Number of Employees
State of New Mexico	Government	18,000
Los Alamos National Laboratory	Government	14,150
Christus St. Vincent Hospital	Health Care	2,500
Santa Fe School District	Education	1,800
City of Santa Fe	Government	1,400
Santa Fe County	Government	850
Santa Fe Community College	Education	661
Presbyterian Santa Fe	Medical	545
Eldorado Hotel	Hotel	500
Hotel St. Francis	Hotel	500
Total Top 10		40,906

Source: City of Santa Fe.

Gross Receipts

The table below shows the retail and total reported gross receipts generated in the City of Santa Fe, Santa Fe County and the State of New Mexico. For the purposes of this table, gross receipts means the total amount of money received from selling property in the State of New Mexico, from leasing property in the State and from performing services in the State.

Historical Total Gross Receipts Reported for City

	City of Santa Fe	
Fiscal Year	Retail Trade	Total
2024	$2,640,906,351	$9,988,401,205
2023	2,554,537,522	8,767,553,351
2022	2,509,638,594	8,078,827,477
2021	2,383,560,603	7,448,379,755
2020	1,657,199,051	6,636,938,435

Source: New Mexico Taxation and Revenue Department RP-80 Reports.

Historical Taxable Gross Receipts Reported for City

Fiscal Year	Taxable Gross Receipts
2024	$5,497,249,082
2023	5,124,030,595
2022	4,755,784,079
2021	4,352,092,887
2020	3,692,443,207

Source: New Mexico Taxation and Revenue Department RP-80 Reports.

THE CITY

General

Located in north-central New Mexico, the City was established in 1610. The City was incorporated in 1891 as a body politic and corporate under the laws of the State and is both the County seat and capital of the State, with approximately 46% of the County population located in the City. The City is situated in the foothills of the Sangre de Cristo Mountains (Rocky Mountain Range) at 7,000 feet elevation and is located approximately 380 miles south of Denver and 320 miles north of El Paso at the junction of Interstate 25 and U.S. Highways 64, 84 and 285.

The Santa Fe economy is diversified, with government, tourism, retail trade and industry being predominant. The State is the largest employer in the City. Most State department headquarters are located in the City. State and federal offices plus County and City offices combine to make the City the governmental center of the State. See "ECONOMIC AND DEMOGRAPHIC INFORMATION—Employment" herein. The central business district and shopping centers contain approximately 450 businesses. The City is also the service center for the northern-central region of the State. There are over 300 art galleries and dealers and over 70 antique dealers in the City, in addition to cultural markets on the Plaza. It is the second largest financial center in the State with ten commercial banks, four savings & loans, approximately 15 financial lending entities and six credit unions.

The City has a unique culture because of its multicultural history and the proximity of numerous Pueblo Indian villages. Indian pottery, weaving, silver and turquoise jewelry, Spanish wood carving and weaving, paintings, glass and a complete range of contemporary arts and crafts are produced and sold. Popular tourist attractions in the City include the oldest church and the oldest house in the United States; numerous buildings listed in the State Register of Historic Sites and Property; the oldest public building in the United States; the Plaza, which was the end of the Camino Real and Santa Fe Trail; and numerous museums and landmarks, including the Museum of Fine Arts, Museum of International Folk Art, Wheelwright Museum, Georgia O'Keeffe Museum and the Palace of the Governors. The Santa Fe National Forest and the Pecos Wilderness are also major tourist attractions. The Santa Fe Ski Basin and Santa Fe Opera are near the City. The City is a popular on-location site for both television and motion picture filming crews, including two western town movie sets nearby. The Laboratory of Anthropology is also located in the City and is a research center that has conducted thousands of archeological investigations.

A large segment of the City is controlled by historical zoning ordinances designed to maintain the Spanish architecture in the City. Numerous national, regional and State conventions are held in the City annually. Fiesta de Santa Fe, commemorating the return of the City to Spanish rule, is the oldest continuous community celebration in the United States.

St. John's College is a four-year institution of higher learning located in the City. The Santa Fe Community College is a two-year institution of higher learning within the City. See "ECONOMIC AND DEMOGRAPHIC INFORMATION—Education" herein. The New Mexico School for the Deaf and the Institute of American Indian Arts are also located in the City. There are three newspapers, including two daily newspapers, several radio stations, several local television stations and cable television serving the City.

Administration and City Government

The administrative offices of the City are located at 200 Lincoln Avenue, Santa Fe, New Mexico. The Council is the policymaking body of the City and manages and controls the City's finances and property. The eight members of the City Council (the "Council") are elected for staggered four-year terms. The Mayor is the chief executive officer of the City and presiding officer of the Council.

Prior to December 9, 1997, the City operated under a Mayor-Council/City Manager form of government. On December 9, 1997, the City adopted a home-rule charter ("Charter") form of government. The Charter form of government became effective March 15, 1998. Under an amendment to the Charter that became effective on March 12, 2018 (the "Charter Amendment"), the Mayor is authorized to vote on all matters that come before the Council. Under the Charter Amendment the Mayor has authority to appoint, with the consent of the Council, the City Manager, City Attorney, City Clerk and members of advisory commissions; may exercise control over and remove the City Manager, City Attorney and City Clerk; prepare an annual budget and proposed spending priority for review and approval by the City Finance Committee and Council.

The masthead of this Official Statement contains the names of the Mayor and the members of the Council.

Budget

The City's fiscal year begins on July 1 and ends on June 30. The City Manager is responsible for preparing the budget. After reviewing department requests and making adjustments as the City Manager deems necessary, the City Manager recommends to the Finance Committee of the City (the "Finance Committee") approval of the budget as the City Manager envisions the operations of the City for the coming fiscal year. The Finance Committee reviews the City Manager's recommendations, makes appropriate adjustments and recommends to the full Council for adoption of the budget. Finally, the Council reviews and adopts the budget. Prior to June 1, the City is required to submit a working draft of the budget to the Local Government Division of the State Department of Finance and Administration (the "Finance Department") for its approval. By July 20 of the new fiscal year, the City submits the budget to the Finance Department. Prior to the first Monday in September, the Finance Department must certify the budget with whatever adjustments it deems necessary to comply with State statutes. At mid-year, the City performs a budget review and adjusts the budget to reflect current conditions. Approval of the Finance Department is required for all budget increases, cash transfers between funds and budget transfers between departments within a fund or between funds. If adequate fund balances are available from the prior year, the City budgets expenditures in excess of revenues. The City budget is prepared using an estimate of anticipated revenues and expenditures.

Services

The City provides traditional services such as public safety and recreation, public works, highways and streets as well as water and sewer services and refuse collection. In addition, the City operates parking facilities, convention facilities, a golf course and an industrial park.

Employees

The City employs 1,402 persons, approximately 1,338 of whom are full-time employees, and approximately 54 of whom are part-time employees, including 10 elected officials.

Retirement Plans

Public Employees Retirement Association

Substantially all of the City's full-time employees participate in a public employee retirement system authorized under the Public Employees Retirement Act (Chapter 10, Article 11 NMSA 1978). The Public Employees Retirement Association ("PERA") is the administrator of the plan, which is a cost-sharing multi-employer defined benefit retirement plan. The plan provides retirement, disability benefits, survivor benefits, and cost-of-living adjustments to plan members and beneficiaries. PERA issues a separate, publicly available financial report that includes financial statements and required supplementary information. The report may be obtained by writing to PERA, P. O. Box 2123, Santa Fe, New Mexico 87504-2123.

The contribution requirements of defined benefit plan members and the City of Santa Fe are established in state statute under Chapter 10, Article 11, NMSA 1978. The contribution requirements may be amended by acts of the legislature. For employer and employee contribution rates in effect for FY18 for the various PERA coverage options, for both Tier I and Tier II, see the tables available in the PERA FY18 annual audit report available at www.nmpera.org. The PERA coverage options that apply to the City are the Municipal General Division, Municipal Police Division and Municipal Fire Division. Statutorily required contributions to the pension plan from the City were $11,289,958 for the fiscal year ended June 30, 2024.

On June 25, 2012, the Governmental Accounting Standards Board approved Statement No. 68 which requires governments providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability for the first time, and to more comprehensively and comparably measure the annual costs of pension benefits. Statement No. 68 requires cost-sharing employers, such as the City, to record a liability and expense equal to their proportionate share of the collective net pension liability and expense for the cost-sharing plan. Statement No. 68 is effective for fiscal years beginning after June 15, 2014. For Fiscal Year ended June 30, 2024, the City reported the following proportionate shares of PERA's net pension liability: $102,554,027 for PERA Fund Municipal General Division, $40,803,876 for PERA Fund Municipal Police Division, and $57,993,806 for the PERA Municipal Fire Division.

New Mexico Retiree Health Care Authority

The City offers other post-employment benefits through the Retiree Health Care Fund, a cost-sharing multiple employer defined benefit plan administered by the New Mexico Retiree Healthcare Authority. This plan is used to provide post-employment health insurance benefits for eligible employees and their dependents. The contribution requirements are established by and may be amended by the statute. The City's contribution to the fund for Fiscal Year 2023, the most recent year for which information is available, was $1,759,581. For additional information regarding the post-employment benefit plan, please refer to "Notes to Required Supplementary Information" at p. 138 of the City's audited financial statements for Fiscal Year ended June 30, 2024.

SUMMARY OF INDEBTEDNESS

The table below summarizes all outstanding general obligation and revenue bond obligations of the City as of June 30, 2025:

Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2013B	13,780,000	3.00%-5.00%	6/1/36	9,460,000
General Obligation Bonds, Series 2013	12,000,000	1.75%-4.00%	8/1/32	6,570,000
Gross Receipts Tax Improvement Revenue Bonds, Series 2014	15,460,000	2.25%-5.00%	6/1/29	11,080,000
General Obligation Bonds, Series 2014	5,800,000	3.00%-4.00%	8/1/34	3,765,000
Water Utility System Refunding Revenue Bonds, Series 2016	36,665,000	2.00%-5.00%	6/1/39	29,070,000
Senior Lien Gross Receipts Tax Refunding Bonds, Series 2016B	21,900,000	2.00%-5.00%	6/1/35	4,525,000
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2016D	2,020,000	2.00%-5.00%	6/1/28	920,000
Taxable Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2017	4,530,000	1.42%-3.56%	6/1/33	2,775,000
Gasoline Tax/Subordinate Lien Gross Receipts Tax Improvement Revenue Bonds, Series 2018	10,290,000	3.00%-5.00%	6/1/28	4,745,000
Senior Lien Gross Receipts Tax Improvement Revenue Bonds, Series 2018A	20,000,000	5.00%	6/1/38	16,985,000
Net Wastewater Utility System / Environmental Services Gross Receipts Tax Improvement Revenue Bonds Series 2019 (Climate Bond Certified / Green Bonds)	13,550,000	4.00%-5.00%	6/1/38	12,360,000
General Obligation Bonds, Series 2019	5,445,000	5.00%	8/1/29	3,525,000
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021	13,590,000			2,660,000
Total	**175,030,000**			**$110,975,000**

In addition to its outstanding revenue and general obligation bonds referenced above, the City has loans payable to the New Mexico Finance Authority from various revenue sources. The table below summarizes the outstanding loans of the City as of June 30, 2025.

Category of Indebtedness	Original Principal Amount	Interest Rate	Date of Final Maturity	Amount Outstanding
Convention Center	$33,790,000	3.00-5.00%	June 2035	$21,030,000
Drinking Water Loan (Buckman DW-2)	15,150,000	2.00%	June 2029	4,368,611
College Refunding Loan	23,705,000	2.362%-3.924%	June 2039	18,055,000
Drinking Water Loan (Buckman DW-4)	2,445,292	2.00%	June 2035	1,376,073
Transit Buses	3,500,000	2.41%	June 2026	332,163
Parking Facilities Loan	1,575,000	1.820%-2.150%	June 2027	415,000
Guaranteed Energy Savings Lease Purchase Transaction	17,244,894	2.145%	December, 2039	14,962,398
Total Loan Obligations	**$97,410,186**			**$60,539,245**

Education

Santa Fe Public Schools

The Santa Fe Public School District is a political subdivision of the State organized for the purpose of operating and maintaining an education program for school-age children residing within its boundaries. Currently the District operates and maintains a variety of facilities in meeting its obligation to provide an educational program within its boundaries that cover 1,016 square miles with an estimated population of 125,000. The District is fourth largest district in the State with a 2024-25 student enrollment of 11,769. The District operates thirty school sites – two comprehensive high schools, four alternative high schools, an International Baccalaureate (IB) school which serves grades 7-12, 19 middle schools, 21 elementary schools, and 6 K-8 community schools. In addition, within the District there is one district charter school and five State charter schools. The District's educational program additional includes vocational, technical and occupational training.

Santa Fe Community College

Santa Fe Community College is a co-educational community college offering 2-year Associate of Arts, Associate of Science, and Associate of Applied Science degrees. The Community College occupies 366 acres within the County of Santa Fe and purchased five acres in the City of Santa Fe and built a 30,000

square foot building. The College has a faculty of approximately 65 full-time and 599 adjunct faculty, serving approximately 4,500 students.

St. John's College

St. John's College is a private, co-educational 4-year liberal arts college. The College's undergraduate program is an all-required course of study based on the classic works of western civilization. The College has an enrollment of approximately 450 students, with a faculty-student ratio of 1:7. The College offers a graduate degree program leading to a Master of Arts in Liberal Arts degree.

New Mexico School for the Deaf

The New Mexico School for the Deaf is a state institution serving New Mexico children with permanent hearing loss from birth through age 22. The School provides a rigorous academic program that focuses on language and literacy development and critical thinking skills. The School's curriculum conforms to New Mexico state standards and benchmarks. The School's 30-acre campus is located in the City of Santa Fe and provides housing for up to 96 residential students.

TAX EXEMPTION

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, to be delivered at the time of original issuance of the Bonds, under existing laws, regulations rulings and judicial decisions, and assuming compliance with covenants described herein, interest on Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference under Section 57 of the Code (as defined below) for purposes of the federal alternative minimum tax imposed on individuals. Bond Counsel is also of the opinion, based on existing laws of the State of New Mexico as enacted and construed, that interest on the Bonds is exempt from all taxation by the State of New Mexico or any political subdivision thereof.

The Internal Revenue Code of 1986, as amended (the "Code"), imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal tax purposes of interest on obligations such as the Bonds. The City has made various representations and warranties with respect to, and has covenanted in the Bond Ordinance and other documents, instruments and certificates to comply with the applicable provisions of the Code to assure that interest on the Bonds will not become includible in gross income. Failure to comply with these covenants or the inaccuracy of these representations and warranties may result in interest on the Bonds being included in gross income from the date of issue of the Bonds. The opinion of Bond Counsel assumes compliance with the covenants and the accuracy of such representations and warranties.

Although Bond Counsel has rendered an opinion that interest on the Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Bond Counsel expresses no opinion regarding any such consequences. Before purchasing any of the Bonds, potential purchasers should consult their tax advisors as to the tax consequences of purchasing or owning the Bonds.

The opinions expressed by Bond Counsel are based upon existing law as of the date of issuance and delivery of the Bonds, and Bond Counsel expresses no opinion as of any date subsequent thereto or with respect to any pending legislation.

From time to time, there are legislative proposals in Congress that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted, it would apply to Bonds issued prior to enactment. Each purchaser of the Bonds should consult his or her own tax advisor regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

Internal Revenue Service Audit Program

The Internal Revenue Service (the "Service") has an ongoing program auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service will treat the City as the taxpayer and the Bond owners may have no right to participate in such procedure. None of the Municipal Advisor, the Underwriter, or Bond Counsel is obligated to defend the tax-exempt status of the Bonds. The City has covenanted in the Bond Ordinance not to take any action that would cause the interest on the Bonds to become includable in gross income except to the extent described above for the owners thereof for federal income tax purposes. None of the City, the Municipal Advisor, the Underwriters or Bond Counsel is responsible to pay or reimburse the costs of any Bond owner with respect to any audit or litigation relating to the Bonds.

Original Issue Premium

Certain maturities of the Bonds may be offered at a premium ("original issue premium") over their principal amount. For federal income tax purposes, original issue premium is amortizable periodically over the term of a bond through reductions in the holders' tax basis in the bond for determining taxable gain or loss from sale or from redemption prior to maturity. Amortizable premium is accounted for as reducing the tax-exempt interest on the bond rather than creating a deductible expense or loss. Holders of Bonds offered at an original issue premium should consult their tax advisors for an explanation of the amortization rules.

Original Issue Discount

Certain maturities of the Bonds may be offered at a discount ("original issue discount") equal generally to the difference between public offering price and principal amount. For federal income tax purposes, original issue discount on a bond accrues periodically over the term of the bond as interest with the same tax exemption and alternative minimum tax status as regular interest. The accrual of original issue discount increases the holder's tax basis in the bond for determining taxable gain or loss from sale or from redemption prior to maturity. Holders of Bonds offered at an original issue discount should consult their tax advisors for an explanation of the accrual rules.

Internal Revenue Service Audit Program

The Internal Revenue Service (the "Service") has an ongoing program auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service will treat the City as the taxpayer and the Bond owners may have no right to participate in such procedure. Neither the Municipal Advisor, the initial purchasers of the Bonds nor Bond Counsel is obligated to defend the tax-exempt status of the Bonds. The City has covenanted in the Bond Ordinance not to take any action that would cause the interest on the Bonds to become includable in gross income except to the extent described above for the owners thereof for federal income tax purposes.

None of the City, the Municipal Advisor, the initial purchasers of the Bonds, or Bond Counsel is responsible to pay or reimburse the costs of any Bond owner with respect to any audit or litigation relating to the Bonds.

FINANCIAL STATEMENTS

Appendix A contains the Audited Financial Statements of the City for the fiscal year ended June 30, 2024 (the "2024 Report"). The audited financial statements referred to above have been audited by Carr, Riggs & Ingram, L.L.C., Albuquerque, New Mexico, independent certified public accountants (the "Auditor"), whose report with respect thereto (the "Report") also appears in Appendix A hereto.

CONTINUING DISCLOSURE

In connection with the issuance of the 2025 Bonds, the City will execute a Continuing Disclosure Undertaking, in the form attached hereto as Appendix C, under which it will agree for the benefit of the owners of the 2025 Bonds to provide audited annual financial statements of the City when available after the end of each Fiscal Year, and to provide certain annual financial information and operating data relating to the City and timely notice of certain events.

The City believes that it has not been in default under its existing continuing disclosure agreements with respect to the filing of audited annual financial statements and annual financial information and notice of certain events as required by Rule 15c2-12.

LITIGATION

At the time of the original delivery of the Bonds, the City will deliver a no-litigation certificate to the effect that no litigation or administrative action or proceeding is pending or, to the knowledge of the appropriate City officials, threatened, restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, effectiveness of the Bond Ordinance, or contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds.

RATINGS

The Bonds have received a rating of "___" on the Bonds from Fitch Ratings Group ("Fitch") and has received a rating of "___" from S&P Global Ratings, a division of the McGraw-Hill Companies, Inc. ("S&P"). An explanation of the significance of the rating given by Fitch may be obtained from Fitch at One State Street Plaza, New York, New York 10004, and from S&P at 55 Water Street, 38th Floor, New York, New York 10041.

Such ratings reflect only the view of such rating agencies, and there is no assurance that such ratings will continue for any given period of time after obtained or that such ratings will not be revised downward or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. Neither the City nor the Underwriter has undertaken any responsibility to bring to the attention of the owners of the Bonds any proposed change in or withdrawal of such rating once received or to oppose any such proposed revision.

MUNICIPAL ADVISOR

Hilltop Securities Inc. is employed as Municipal Advisor to the City in connection with the issuance of the Bonds. The Municipal Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Hilltop Securities Inc., in its capacity as Municipal Advisor, has relied on the opinion of Bond Counsel and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Municipal Advisor to the City has provided the following sentence for inclusion in this Official Statement. The Municipal Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Municipal Advisor does not guarantee the accuracy or completeness of such information.

LEGAL MATTERS

Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico, Bond Counsel, will render an opinion with respect to the validity of the Bonds and with respect to tax matters described above under "TAX EXEMPTION". The proposed form of such opinion is attached hereto as Appendix A. Modrall, Sperling, Roehl, Harris & Sisk, P.A., has also acted as special counsel to the City in connection with the preparation of this Official Statement. Certain legal matters will be passed upon for the City by Erin K. McSherry, Esq., City Attorney. Certain legal matters will be passed upon for the Underwriter by McCall, Parkhurst & Horton L.L.P., Dallas, Texas.

TRANSCRIPT AND CLOSING DOCUMENTS

A complete transcript of proceedings and a no-litigation certificate (described above under "LITIGATION") will be delivered by the City when the Bonds are delivered. The City will at that time also provide a certificate relating to the accuracy and completeness of this Official Statement.

MISCELLANEOUS

References are made herein to certain laws, ordinances, documents, agreements and reports which are brief summaries thereof and which do not purport to be complete or definitive. Reference is made to such documents and reports for full and complete statements of the content thereof.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or owners of any of the Bonds.

OFFICIAL STATEMENT CERTIFICATION

As of the date hereof, this Official Statement is true to the best of my knowledge, complete and correct in all material respects, and does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.

The preparation of this Official Statement and its distribution have been authorized by the City Council. The Official Statement is hereby duly approved by the City Council as of the date on the cover page hereof.

CITY OF SANTA FE, NEW MEXICO

By: _____
Alan Webber, Mayor

APPENDIX A

OPINION OF BOND COUNSEL

_____, 2025

City of Santa Fe
Santa Fe, New Mexico

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Ladies and Gentlemen:

We have acted as bond counsel to the City of Santa Fe (the "City"), Santa Fe County, State of New Mexico (the "State"), in connection with the issuance and sale of its $25,000,000 General Obligation Improvement Bonds, Series 2025 (the "Bonds"), dated August ___, 2025, with interest payable on February 1, 2026, and semi-annually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding, being issued in registered form and maturing serially on August 1 in the years 2031 through 2046, inclusive. The Bonds are being issued pursuant to Ordinance No.07 adopted by the City Council on June 25, 2025 and the Pricing Certificate executed on August __, 2025 (together, the "Bond Ordinance").

We have examined the transcript of proceedings (the "Transcript") relating to the issuance of the Bonds and the law under authority of which the Bonds are issued. Based on our examination, we are of the opinion that, under the law existing on the date of this opinion, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity:

1. The Bonds constitute legal, valid and binding general obligation debt of the City and the principal of and interest on the Bonds, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes on all property within the City subject to ad valorem taxes levied by the City, which taxes are unlimited as to rate or amount.

2. Under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"), as amended, and is not a specific item of tax preference for purposes of the federal alternative minimum tax under the Code; however, interest on the Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. Although we are of the opinion that interest on the Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the recipient. We call your attention to the fact that the interest on tax-exempt obligations, such as the Bonds, may be includable in a corporation's adjusted financial statement income for purposes of determining the alternative minimum tax imposed on certain corporations by section 55 of the Code. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. We express no opinion regarding any such consequences.

3. The Bonds and the income from the Bonds are exempt from all taxation by the State or any political subdivision of the State.

The opinions set forth above in paragraph 2 are subject to continuing compliance by the City with covenants regarding federal tax law contained in the proceedings and other documents relevant to the issuance by the City of the Bonds. Failure to comply with these covenants may result in interest on the Bonds being included in gross income retroactive to their date of issuance. The obligations of the City related to the Bonds are subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of the powers (including bankruptcy powers) delegated to it by the United States Constitution. The obligations of the City and the security provided therefor, as contained in the Bond Ordinance, may be subject to general principles of equity which permit the exercise of judicial discretion and are subject to the provisions of applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of result. We express no opinion with respect to any pending legislation.

We are passing upon only those matters set forth in this opinion and are not passing upon the accuracy or completeness of any statement made in connection with any sale of the Bonds or upon any tax consequences arising from the receipt or accrual or interest on, or the ownership of, the Bonds except those specifically addressed in paragraphs 2 and 3 above.

Respectfully submitted,

APPENDIX B

AUDITED FINANCIAL STATEMENTS JUNE 30, 2018

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

Section 1. Recitals. This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by the City of Santa Fe, New Mexico (the "City"), in connection with the issuance of the City of Santa Fe, New Mexico General Obligation Improvement Bonds, Series 2025 (the "Series 2025 Bonds" or the "Bonds"). The Bonds are being issued pursuant to Ordinance No. _____adopted by the Governing Body of the City on June 25, 2025, as supplemented by a Pricing Certificate executed on August ___, 2025 (together, the "Bond Ordinance"). Pursuant to the Bond Ordinance, to allow the owners of the Bonds to comply with the Rule (defined below), the City is required to make certain continuing disclosure undertakings for the benefit of owners (including beneficial owners) of the Bonds (the "Owners"). This Undertaking is intended to satisfy the requirements of the Rule.

Section 2. Definitions.

"Annual Financial Information" means the financial information (which will be based on financial statements prepared in accordance with generally accepted accounting principles, as in effect from time to time ("GAAP"), for governmental units as prescribed by the Governmental Accounting Standards Board ("GASB")) and operating data with respect to the City, delivered at least annually pursuant to Sections 3(a) and 3(b) of this Undertaking, consisting of information of the type set forth under the captions "DEBT AND OTHER FINANCIAL OBLIGATIONS" and "FINANCES OF THE CITY" (tables 1 – 10) in the Official Statement.

"Audited Financial Statements" means the annual financial statements for the City, prepared in accordance with generally accepted accounting principles consistently applied, as in effect from time to time, audited by a firm of certified public accountants.

"EMMA" means the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System located on its website at emma.msrb.org.

"Events" means any of the events listed in Section 4(a) of this Disclosure Undertaking.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided however that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in Rule 15c2-12) has been provided to the MSRB consistent with Rule 15c2-12.

"Fiscal Year" means the Fiscal Year of the City, ending June 30.

"Official Statement" means the Official Statement dated August ___, 2025, delivered in connection with the original issue and sale of the Series 2025 Bonds.

"Owners" means the registered owners of the Series 2025 Bonds, and so long as the Series 2025 Bonds are subject to the book-entry system, any Beneficial Owner, as such term is defined in the Bond Ordinance.

"Report Date" means March 31 of each year, beginning in 2026.

"Rule" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (17 C.F.R. Part 240, Section 240.15c2-12), as the same may be amended from time to time.

"Rule 15c2-12" or "Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

Section 3. Provision of Annual Financial Information.

(a) The City, or its designated agent, will provide the Annual Financial Information for the preceding fiscal year to EMMA on or before each Report Date while the Bonds are outstanding.

(b) Annual Financial Information shall be provided by the City not later than 270 days after the end of each Fiscal Year. If not filed with the Annual Financial Information, the Audited Financial Statements will be provided when available.

(c) The City, or its designated agent, may provide Annual Financial Information by specific reference to other documents, including information reports and official statements relating to other debt issues of the City, which have been submitted to EMMA or filed with the SEC; provided, however, that if the document so referenced is a "final official statement" within the meaning of the Rule, such final official statement must also be available from the MSRB.

Section 4. Reporting of Events.

(a) This Section 4 shall govern the giving of notices of the occurrence of any of the following Events with respect to the Series 2025 Bonds:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Series 2025 Bonds;

7. modifications to the rights of the security holders, if material;

8. bond calls, if material, or tender offers;

9. defeasances;

10. release, substitution or sale of property securing repayment of the Series 2025 Bonds, if material;

11. rating changes;

12. bankruptcy, insolvency, receivership or a similar event with respect to the City or an obligated person;

13. the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee, or a change of name of a trustee, if material;

15. the incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) At any time the Series 2025 Bonds are outstanding and the City obtains knowledge of the occurrence of an Event, the City shall file, in a timely manner not in excess of ten (10) business days after the occurrence of the event, a notice of such occurrence with EMMA.

(c) At any time that the Series 2025 Bonds are outstanding, the City or its designated agent, shall provide to EMMA, notice in a timely manner not in excess of ten (10) business days after the occurrence of any failure of the City to timely provide the Annual Financial Information and Audited Financial Statements as specified in Section 3 hereof.

Section 5. Term. This Disclosure Undertaking shall be in effect from and after the issuance and delivery of the Series 2025 Bonds and shall extend to the earliest of (a) the date all principal and interest

on the Series 2025 Bonds are deemed paid or legally defeased pursuant to the terms of the Bond Ordinance; (b) the date that the City is no longer an "obligated person" with respect to the Series 2025 Bonds within the meaning of the Rule; and (c) the date on which those portions of the Rule which require this Disclosure Undertaking are determined to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Series 2025 Bonds, the determination of (a), (b) or (c) herein to be made in any manner deemed appropriate by the City, including by an opinion of Counsel experienced in federal securities laws selected by the City. The City shall file a notice of any such termination with EMMA.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, if (a) such amendment or waiver is consented to by the Owners of no less than a majority in aggregate principal amount of the Series 2025 Bonds obtained in the manner prescribed by the Bond Ordinance or (b) if such amendment or waiver is otherwise consistent with the Rule, as determined by an opinion of Counsel experienced in federal securities laws selected by the City. Written notice of any such amendment or waiver shall be provided by the City to EMMA, and the Annual Financial Information shall explain the reasons for the amendment and the impact of any change in the type of information being provided. If any amendment changes the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made will present a comparison between the financial statement or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The City shall provide notice of any such amendment or waiver to EMMA.

Section 7. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other annual information or notice of occurrence of an event which is not an Event, in addition to that which is required by this Disclosure Undertaking; provided that the City shall not be required to do so. If the City chooses to include any annual information or notice of occurrence of an event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no obligation under this Disclosure Undertaking to update such information or include it in any future annual filing or notice of occurrence of an Event.

Section 8. Default and Enforcement. If the City fails to comply with any provision of this Disclosure Undertaking, any Owner of the Series 2025 Bonds may take action to seek specific performance by court order to compel the City to comply with its obligations under this Disclosure Undertaking; provided that any Owner of the Series 2025 Bonds seeking to require the City to so comply shall first provide at least 30 days' prior written notice to the City of the City's failure (giving reasonable details of such failure), following which notice the City shall have 30 days to comply and, provided further, that only the Owners of no less than a majority in aggregate principal amount of the Series 2025 Bonds may take action to seek specific performance in connection with a challenge to the adequacy of the information provided by the City in accordance with this Disclosure Undertaking, after notice and opportunity to comply as provided herein, and such action shall be taken only in a court of competent jurisdiction in the State of New Mexico. A DEFAULT UNDER THIS DISCLOSURE UNDERTAKING SHALL NOT BE DEEMED AN EVENT OF DEFAULT UNDER THE BOND ORDINANCE OR THE SERIES 2025 Bonds, AND THE SOLE REMEDY UNDER THIS DISCLOSURE UNDERTAKING IN THE EVENT OF ANY FAILURE OF THE CITY TO COMPLY WITH THIS DISCLOSURE UNDERTAKING SHALL BE AN ACTION TO COMPEL PERFORMANCE.

Section 9. Beneficiaries. The Disclosure Undertaking shall inure solely to the benefit of the City, the Underwriter and Owners from time to time of the Series 2025 Bonds, and shall create no rights in any other person or entity.

Section 10. Requesting Information. Persons seeking to obtain the Annual Financial Information, including the Audited Financial Statements, may obtain such information by contacting the City Director of Finance at 200 Lincoln Avenue, Santa Fe, New Mexico 87501 (505) 955-____.

Section 11. Governing Law. This Undertaking is governed by and is to be construed in accordance with the law of the State.

Dated: August ___, 2025

CITY OF SANTA FE, NEW MEXICO

By: _____
Alan Webber, Mayor

[End of form of Continuing Disclosure Undertaking]

APPENDIX D

OFFICIAL NOTICE OF BOND SALE

$25,000,000

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

PUBLIC NOTICE IS HEREBY GIVEN that electronic bids will be received by the Finance Director of the City of Santa Fe, New Mexico (the "City"), for the purchase of all of the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds"), more particularly described below. The Finance Director will award the 2025 Bonds to the best bidder therefor at 2:00 p.m. prevailing Mountain Time on _____, 2025.

Bids for the purchase of the 2025 Bonds will be accepted through the Grant Street Group electronic bidding web site ("Grant Street Group") at www.grantstreet.com. No other method of submitting bids will be accepted. The date and time for submitting bids will be as follows:

Bid Date: _____, 2025
Bid Time: Between 10:00 a.m. and 10:30 a.m. Eastern Time
(Between 8:00 a.m. and 8:30 a.m. prevailing Mountain Time)
Submit Bid to: www.grantstreet.com

Information related to this auction can be obtained from Grant Street Group Auction Support at (412) 391-5555 (x370), attention John Carver.

To bid, bidders must have both (1) completed the registration form on the Grant Street Group website and (2) requested and received admission to the City's auction, as described under "TERMS OF SALE - Submission of Bids" below. The use of Grant Street Group shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto.

None of the City, Grant Street Group, the Financial Advisor, or Bond Counsel shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate, or untimely bid submitted by Internet transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telephone or telecommunications lines, or any other cause arising from delivery by Internet transmission. Additionally, the Grant Street Group time stamp will govern the receipt of all bids. The official bid clock does not automatically refresh. Bidders must refresh the auction page periodically to monitor the progression of the bid clock and to ensure that their bid will be submitted prior to the termination of the auction. All bids will be deemed to incorporate the provisions of this Official Notice of Bond Sale.

This Official Notice of Bond Sale, and the information set forth herein, are not to be treated as a complete disclosure of all relevant information with respect to the 2025 Bonds. The information set forth herein is subject, in all respects, to a more complete description of the 2025 Bonds and the security therefore set forth in the Preliminary Official Statement dated _____, 2025 (the "Preliminary Official Statement").

BOND DETAILS

The 2025 Bonds will be issued in the aggregate principal amount of $25,000,000. The 2025 Bonds and the interest thereon are general obligations of the City. The City has prepared the Preliminary Official Statement relating to the 2025 Bonds, which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities Exchange Commission ("the Rule"), except for the omission of certain information as permitted by the Rule. Details of the 2025 Bonds, including maturities, redemption provisions, payment dates and security for payment are contained in the Preliminary Official Statement. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement.

Official Statement. The Preliminary Official Statement may be viewed and downloaded from www.grantstreet.com or a physical copy may be obtained by contacting the City or the Financial Advisor, see "TERMS OF SALE - Information" below.

The City will make available to the winning bidder, within seven business days after the award of the sale of the 2025 Bonds, the Final Official Statement which is to be downloaded from www.grantstreet.com. Ten (10) physical copies of the Final Official Statement also will be provided to the winning bidder at that time; provided, however, the winning bidder must cooperate in providing the information required to complete the Final Official Statement. Additional copies of the Final Official Statement may be provided at the expense of the winning bidder.

The winning bidder shall comply with the requirements of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board.

TERMS OF SALE

Submission of Bids. All bids must be submitted only by electronic bidding on Grant Street Group at www.grantstreet.com. No other provider of bidding services and no other means of delivery (i.e. telephone, telefax or physical delivery) will be accepted. Bidding for the 2025 Bonds will begin at 10:00 a.m., prevailing Eastern Time (8:00 a.m. Mountain Time), as indicated above. The receipt of bids will end promptly at 10:30 a.m., prevailing Eastern Time (8:30 a.m. Mountain Time), unless extended in accordance with the two-minute rule described herein. If any bid becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such new leading bid was received by Grant Street Group. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two (2) minutes.

To bid, bidders must first visit the Grant Street Group website where, if they have not previously registered with Grant Street Group, they can register and then request admission to bid on the 2025 Bonds. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Grant Street Group may call **(412) 391-5555, x 370, attention John Carver**, for their ID Number or password.

Rules of Grant Street Group. Bidders must comply with, and all bids must be made in accordance with, the Rules of Grant Street Group in addition to the requirements of this Official Notice of Bond Sale. The Rules of Grant Street Group can be viewed on the Grant Street Group website and are incorporated herein by reference. In the event the Rules of Grant Street Group conflict with this Official Notice of Bond Sale, this Official Notice of Bond Sale shall prevail.

Bidding Parameters. Bidders are required to submit unconditional all-or-none bids specifying the rate of interest at which the bidder will purchase all of the 2025 Bonds. Interest shall be bid in multiples of 1/20th or 1/8th percentum and only one interest rate may be bid for each maturity of the 2025 Bonds. The maximum interest rate may not exceed 5% and the maximum interest rate specified for any maturity of the 2025 Bonds may not exceed the minimum interest rate specified for any maturity of the 2025 Bonds by more than 3 percent (3%). The maximum net effective interest rate of the 2025 Bonds shall not exceed ten percent (10%) per annum.

The 2025 Bonds will not be sold at less than 100% of par.

Term Bonds. A bidder may elect to have all or a portion of the 2025 Bonds scheduled to mature in consecutive years issued as one or more term bonds ("Term Bonds") scheduled to mature in the latest of the consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth in the Preliminary Official Statement; however, not less than all 2025 Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements.

Adjustment of principal amounts, modification or clarification prior to examination of bids. The Finance Director Manager, in consultation with the City's financial and bond advisors, in the Finance Director's sole discretion and prior to the examination of bids, may (i) adjust the aggregate principal amount set forth herein or may adjust the principal amount of each series without increasing the aggregate principal amount of the 2025 Bonds; (ii) adjust individual maturities, and/or (iii) modify or clarify any other term hereof, including the date on which bids for the 2025 Bonds will be received, by issuing a notification of the adjusted series, amounts, modification or clarification via Thomson Municipal News ("TM3") and/or Grant Street Group platform and/or Bloomberg Financial Services no later than 8:00 a.m., Mountain Time, on the Bid Date.

Adjustments to principal amounts after determination of best bid. The aggregate principal amount of the 2025 Bonds is subject to increase or reduction, and each scheduled maturity thereof is subject to increase or reduction, by the Finance Director after the determination of the Best Bid (defined below). Such adjustments will be made within no more than two (2) hours after the end of the time of bid examination and will be in the sole discretion of the City. To cooperate with any adjustment in the principal amounts, the Purchaser is required to indicate by e-mail to Emily K. Oster, Finance Director, at ekoster@santafenm.gov or such other address as may be indicated by the City Manager within one-half (1/2) hour after the end of the time of bid examination, the amount of any original issue discount or premium on any maturity of the 2025 Bonds, the initial offering price of each maturity, the cost of bond insurance, if any, and the amount received from the sale of the 2025 Bonds to the public that will be retained by the Purchaser as its compensation.

The Finance Director, in consultation with the City's financial and bond advisors, may change the dollar amount bid by the Purchaser if the aggregate principal amount of the 2025 Bonds is adjusted as described below, but the interest rates specified by the Purchaser for all maturities will not change. The Finance Director, in consultation with the City's financial and bond advisors, will make every effort to ensure that the percentage net compensation to the Purchaser (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the 2025 Bonds to the public and the price to be paid to the City, less any bond insurance premium to be paid by the bidder, by (ii) the principal amount of the 2025 Bonds) does not increase or decrease from the amount of such compensation if no adjustment was made to principal amounts shown in the maturity schedule. The City will notify the Purchaser of the final principal amounts and the resulting adjusted prices no later than 12:00 p.m. prevailing Mountain Time on the day of the sale and award of the 2025 Bonds. THE PURCHASER MAY NOT WITHDRAW OR MODIFY ITS BID ONCE SUBMITTED TO THE CITY FOR ANY REASON, INCLUDING, WITHOUT

LIMITATION, AS A RESULT OF ANY INCREASE OR DECREASE IN THE FINAL PRINCIPAL AMOUNTS AND THE AGGREGATE PURCHASE PRICE OF THE 2025 BONDS.

Information Regarding Bids. Bidders may change and submit bids as many times as they wish during the bidding; provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") with respect to a bid when compared to the immediately preceding bid of such bidder. During the bidding, no bidder will see any other bidder's bid, but each bidder will be able to see its own ranking (*i.e.*, "Leader," "Cover," "3rd," etc.).

Bids Constitute an Irrevocable Offer. Each bid submitted through Grant Street Group shall be deemed an irrevocable offer to purchase the 2025 Bonds on the terms provided in this Official Notice of Bond Sale and shall be binding upon the bidder.

Basis of Award. The 2025 Bonds will be sold to the bidder or bidders offering to purchase the same at the lowest true interest cost. The actuarial yield on the 2025 Bonds using the true interest cost method will be computed at that yield which, if used to compute the present value of all payments of principal and interest on the 2025 Bonds as of _____, 2025 (the "Sale Date"), produces an amount equal to the aggregate bid price. Such calculation will be made based upon a 360-day year and a semiannual interval for compounding.

The winning bid or bids will be indicated on Grant Street Group and the auction results, as posted on such website, will be subject to verification by the City. The City will verify the auction results immediately following the close of the bidding period and notice of confirmation by the City of the winning bidder or bidders will be made by a posting on Grant Street Group stating "Auction Results Verified and Confirmed."

An award may be made by the City to any bidder in a principal amount less than the principal amount of the 2025 Bonds for which the bid is submitted. Further, in the event of an award by the City for a principal amount less than the principal amount the bidder submitted, any premium bid shall be ratably reduced. If two or more bids have the same true interest cost, the first bid submitted, as determined by reference to the time stamp displayed on Grant Street Group, shall be deemed to be the leading bid.

Sale Reservations. The City reserves the right (a) to reject any and all bids for any 2025 Bonds, (b) to reoffer any 2025 Bonds for public sale, and (c) to waive any irregularity or informality in any bid.

Good Faith Deposit Not Required to Bid. A good faith deposit will not be required in connection with the submission of any bid for the 2025 Bonds. The winning bidder will be required to submit a Bid Award Deposit (see "Bid Award Deposit" below).

Bid Award Deposit. Not later than 12:00 p.m., prevailing Mountain Time on September 28, 2025 , the winning bidder is required to submit a Bid Award Deposit of $500,000. All Bid Award Deposits must be made in good funds by wire transfer of the required amount to an account specified by the City Manager and provided to the winning bidder after the sale of the 2025 Bonds.

No interest will be paid by the City on the amount of the Bid Award Deposit. The proceeds of the Bid Award Deposit of the winning bidder will be applied to the purchase price of the 2025 Bonds, or in the event of the failure of a winning bidder to take up and pay for the 2025 Bonds in compliance with the terms of the bid, at the option of the City, its Bid Award Deposit may be retained as liquidated damages, as partial payment of actual damages or as security for any other remedy available to the City.

Manner and Time of Delivery. The 2025 Bonds will be delivered to DTC for the account of the winning bidder or bidders at the expense of the City on _____, 2025, or such later date as the City and the winning bidder may agree. Payment of the purchase price due at delivery must be made in Federal Reserve funds for immediate and unconditional credit to the City.

Continuing Disclosure Undertaking. The City has covenanted to provide, in a timely manner, on the Electronic Municipal Market Access (EMMA) Website maintained by the Municipal Securities Rulemaking Board notice of the occurrence of specified, material events. The City has not failed to comply with any of its previous undertakings under Rule 15c2-12, except as disclosed in the Preliminary Official Statement.

State Securities Laws. The City has taken no action to qualify the offer or sale of the 2025 Bonds under the securities laws of any state. Should any such qualification be necessary, the City agrees to cooperate with the winning bidder in such matters, provided that the City reserves the right not to consent to service of process outside its boundaries and expenses related to any such qualification shall be the responsibility of the winning bidder.

CUSIP Numbers. CUSIP numbers will be issued at the cost of the winning bidder, and printed on the 2025 Bonds at the expense of the City. Any error or omission in printing such numbers on the 2025 Bonds will not constitute cause for any winning bidder to refuse delivery of any 2025 Bond.

Legal Opinion, Certificates and Transcript. The validity and enforceability of the 2025 Bonds will be approved by the City's Bond Counsel. A copy of the form of the opinion of Bond Counsel is attached as an exhibit to the Preliminary Official Statement.

The purchaser of the 2025 Bonds will receive a certified transcript of legal proceedings which will include, among other items:

(a) a certificate of the City to the effect that, as of its date, the Preliminary Official Statement was deemed final within the meaning of Rule 15c2-12, except for the omissions permitted under Rule 15c2-12;

(b) a certificate of the City to the effect that there is no litigation pending or, to its knowledge, threatened affecting the validity of the 2025 Bonds as of the date of their delivery; and

(c) a certificate of the City to the effect that, as of the date of the Official Statement and at all times to and including the date of delivery of the 2025 Bonds, the Official Statement did not contain any untrue statement of a material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Establishment of Issue Price (Hold-the-Offering Price Rule May Apply if Competitive Sale Requirements are Not Satisfied): The winning bidder shall assist the City in establishing the issue price of the 2025 Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City, and Bond Counsel. All actions to be taken by the City to establish the issue price of the 2025 Bonds may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(a) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the 2025 Bonds) will apply to the initial sale of the 2025 Bonds (the "competitive sale requirements") because:

(i) the City shall disseminate a Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(iv) the City anticipates awarding the sale of the 2025 Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to the Notice of Sale shall be considered a firm offer for the purchase of the 2025 Bonds, as specified in the bid.

In the event that the competitive sale requirements described above in subparagraph (a) are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of each maturity of the 2025 Bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the 2025 Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the 2025 Bonds satisfies the 10% test as of the date and time of the award of the 2025 Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the 2025 Bonds, which maturities of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule during the Holding Period, as defined in subparagraph (d)(i) below. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the 2025 Bonds. Bidders should prepare their bids on the assumption that all of the maturities of the 2025 Bonds will be subject to the 10% test in order to establish the issue price of the 2025 Bonds.

(b) The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of

any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the 2025 Bonds.

(c) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement, and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the 2025 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(d) The following terms are defined below:

(i) Hold-the-Offering-Price Maturity means a maturity of the 2025 Bonds of which less than 10% has been sold to the Public on the Sale Date.

(ii) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (a) the close of the fifth business day after the Sale Date, or (b) the date on which the winning bidder sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(iii) Maturity means 2025 Bonds with the same credit and payment terms. Bond with different maturity dates, or 2025 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(iv) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(v) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the 2025 Bonds. The Sale Date of the 2025 Bonds is expected to be _____, 2025.

(vi) Underwriter means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the 2025 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the 2025 Bonds to the to the Public).

Postponement of Sale. The City reserves the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by posting on Grant Street Group prior to commencement of the bidding. If any date and time fixed for the receipt of bids and the sale of the 2025 Bonds is postponed, an alternative sale date and time will be announced at least one business day prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit bids electronically as described above for the purchase of the 2025 Bonds in conformity in all respects with the provision of this Official Notice of Bond Sale, except for the date and time of sale and except for any changes announced by posting on Grant Street Group at the time the sale date and time are announced, or in accordance with the section of this Official Notice of Bond Sale entitled

Adjustment of principal amounts, modification or clarification prior to examination of bids. The City reserves the right to adjust the principal amounts of the 2025 Bonds prior to commencement of bidding.

Rating. A rating has been applied for to Standard and Poor's Ratings Services.

Information. Copies (in reasonable quantities) of this Official Notice of Bond Sale, the Preliminary Official Statement, and other information concerning the City and the 2025 Bonds may be obtained from:

George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
717 N Harwood St, Suite 3400 | Dallas, TX 75201
direct: 214.953.8705 | work mobile: 469.830.2205
george.williford@hilltopsecurities.com |

The date of this Official Notice of Bond Sale is _____, 2025.

CITY OF SANTA FE, NEW MEXICO

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

OFFICIAL BID FORM (_____, 2025)

City of Santa Fe, New Mexico
c/o

George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
717 N Harwood St, Suite 3400 | Dallas, TX 75201
direct: 214.953.8705 | work mobile: 469.830.2205
george.williford@hilltopsecurities.com | HilltopSecurities.com

Finance Director:

Pursuant to the City of Santa Fe "Official Notice of Bond Sale," dated _____, 2025, relating to the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds") in the principal amount of $25,000,000, which by reference is made a part hereof, we submit the following bid:

For your legally issued Bonds as described in the Official Notice of Bond Sale, we will pay you par, plus accrued interest, if any, from the date of the Bonds to the date of delivery to us, provided the Bonds bear interest per annum as follows:

2025 Bonds

Maturing (August 1)	Principal Amount	Interest Rate	Yield
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			

If this bid is the best bid for the Bonds, we will send a wire transfer to the City of Santa Fe in the amount of $500,000.00 prior to prior to your acceptance of our bid, which wire transfer will be our bid award deposit and submitted in accordance with the terms set forth in the Official Notice of Bond Sale. We will pay the CUSIP Service Bureau charge, if any, for the assignment of CUSIP numbers.

[2025 Bonds Bid Form]

The undersigned agrees to complete, execute, and deliver to the City a Certificate Regarding Issue Price or a similar certificate relating to the "issue price" of the 2025 Bonds, in the form attached hereto as Exhibit A.

We understand and agree that no more than ten (10) copies of the final Official Statement, including any amendments or supplements thereto will be supplied to us at the City's expense and that any additional copies requested will be subject to a charge to us. By accepting this bid, you agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Bond Sale, and you undertake your other obligations described therein, as contemplated by Rule 15c2-12 of the Securities and Exchange Commission.

Respectfully submitted,

_____ _____

_____ _____

By: _____
Authorized Representative

* (Strike inapplicable words)

For informational purposes only, our calculation of the True Interest Cost is as follows:

True Interest Cost: (stated as a nominal annual percentage) _____%

Additionally, for informational purposes only, the following is requested:

Gross Interest Cost: $_____

Less Premium Bid: $_____

Net Interest Cost: $_____

[2025 Bonds Bid Form]

ACCEPTANCE CLAUSE

The above bid is hereby accepted by the City of Santa Fe, New Mexico, this _____ day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

_____

Finance Director

[2025 Bonds Bid Form]

EXHIBIT A
[to 2025 Bonds Bid Form]

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

The undersigned, _____ (the *Underwriter*), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the *Bonds*) of the City of Santa Fe, New Mexico (the *Issuer*).

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the *Initial Offering Prices*) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Purchase Agreement, the Underwriter agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule.

(c) The Underwriter, as the party controlling all of the Hold-the-Offering Price Maturities, has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriting Group sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2025.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Modrall, Sperling, Roehl, Harris, & Sisk, P.A., in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____
Managing Director

Dated: _____, 2025

SCHEDULE A TO ISSUE PRICE CERTIFICATE

INITIAL OFFERING PRICES OF THE TAX EXEMPT BONDS

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	Issue Price
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					

SCHEDULE B

PRICING WIRES

[End of Form of Official Notice of Bond Sale]

City of Santa Fe
General Obligation Bond Issuance Process

HilltopSecurities
A Hilltop Holdings Company

General Obligation Bonds

The General Obligation (GO) Bond issue is proposed to be sold through competitive bid on approximately August 5, 2025.

In that case, proceeds would be received by late August.

Sale is conducted after distribution of an offering document, Official Statement, containing information on the issue, the City, and the ratings. Also, a Notice of Sale, containing instructions for bids, will be distributed.

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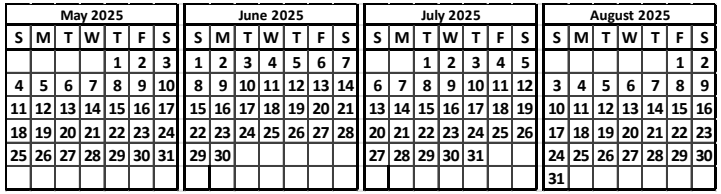
Key Dates in Issuance Process

City of Santa Fe

$25,000,000

General Obligation Improvement Bonds, Series 2025



May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Key Events in Issuance Process

Date	Event
Wednesday, May 28	Introduction of Bond Parameters Ordinance; approval of distribution to Public Works & Utilities Committee and Finance
Thursday, May 29	Preliminary Official Statement and information provided to rating agencies
Wednesday, June 4	Discussions with rating agencies
Monday, June 16	Public Works and Utilities Committee considers draft Bond Parameters Ordinance
Friday, June 20	Ratings received
Monday, June 23	Finance Committee considers draft Bond Parameters Ordinance
Wednesday, July 9	Public hearing and adoption of Bond Parameters Ordinance
Friday, July 11	Preliminary Official Statement posted on EMMA and Notice of Competitive Sale distributed
Tuesday, August 5	Sale of Bonds; City Finance Director executes Pricing Certificate
Wednesday, August 20	Closing and receipt of proceeds

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Current Outstanding

- 2013 GO Bond
  - $5,935,000 outstanding
  - Final Maturity 8/1/2032
- 2014 GO Bond
  - $3,490,000 outstanding
  - Final Maturity 8/1/2034
- 2019 GO Bond
  - $3,000,000 outstanding
  - Final Maturity 8/1/2029

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Outstanding GO Debt Service

Fiscal Year Ended 6/30	General Obligation		
	Principal	Interest	Total
2024	$ 1,390,000	$ 577,238	$ 1,967,238
2025	1,435,000	521,838	1,956,838
2026	1,490,000	464,003	1,954,003
2027	1,550,000	401,994	1,951,994
2028	1,610,000	336,069	1,946,069
2029	1,680,000	267,394	1,947,394
2030	1,755,000	195,644	1,950,644
2031	1,135,000	137,822	1,272,822
2032	1,180,000	94,555	1,274,555
2033	1,220,000	49,555	1,269,555
2034	395,000	20,256	415,256
2035	410,000	6,919	416,919
	$ 15,250,000	$ 3,073,285	$ 18,323,285

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Historical Tax Rate For Debt Service

	Tax Year					
	2024	2023	2022	2021	2020	2019
City of Santa Fe	$ 0.408	$ 0.408	$ 0.475	$ 0.567	$ 0.350	$0.487

Source: New Mexico Department of Finance and Administration

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Historical Assessed Valuation

Santa Fe, New Mexico
Historical Assessed Valuation

Tax Year	Assessed Valuation	Annual Growth
2024	$ 5,733,789,338	2.85%
2023	5,574,965,537	13.63%
2022	4,906,449,372	7.04%
2021	4,583,853,535	0.57%
2020	4,557,743,975	4.69%
2019	4,353,433,480	4.43%
2018	4,168,952,661	2.74%
2017	4,057,665,651	3.24%
2016	3,930,440,558	

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Santa Fe, New Mexico

$25 million General Obligation Bonds

Preliminary / Subject to Change

Fiscal Year	Taxable Assessed Valuation	TAV Growth	EXISTING REQUIREMENTS Principal	EXISTING REQUIREMENTS Interest	EXISTING REQUIREMENTS Total	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Principal	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Interest	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Total	AGGREGATE Principal	AGGREGATE Interest	AGGREGATE Total	Mill Rate [1]	Fiscal Year
2025	$ 5,733,789,338		$ 1,435,000	$ 521,838	$ 1,956,838	$ -	$ -	$ -	$ 1,435,000	$ 521,838	$ 1,956,838	0.4080	2025
2026	5,819,796,178	1.50%	1,490,000	464,003	1,954,003	-	593,750	593,750	1,490,000	1,057,753	2,547,753	0.4467	2026
2027	5,907,093,121	1.50%	1,550,000	401,994	1,951,994	-	1,187,500	1,187,500	1,550,000	1,589,494	3,139,494	0.5423	2027
2028	5,995,699,518	1.50%	1,610,000	336,069	1,946,069	-	1,187,500	1,187,500	1,610,000	1,523,569	3,133,569	0.5333	2028
2029	6,085,635,010	1.50%	1,680,000	267,394	1,947,394	-	1,187,500	1,187,500	1,680,000	1,454,894	3,134,894	0.5256	2029
2030	6,176,919,535	1.50%	1,755,000	195,644	1,950,644	-	1,187,500	1,187,500	1,755,000	1,383,144	3,138,144	0.5184	2030
2031	6,238,688,731	1.00%	1,135,000	137,822	1,272,822	155,000	1,183,819	1,338,819	1,290,000	1,321,641	2,611,641	0.4272	2031
2032	6,301,075,618	1.00%	1,180,000	94,555	1,274,555	160,000	1,176,338	1,336,338	1,340,000	1,270,893	2,610,893	0.4228	2032
2033	6,364,086,374	1.00%	1,220,000	49,555	1,269,555	170,000	1,168,500	1,338,500	1,390,000	1,218,055	2,608,055	0.4182	2033
2034	6,427,727,238	1.00%	395,000	20,256	415,256	1,055,000	1,139,406	2,194,406	1,450,000	1,159,663	2,609,663	0.4143	2034
2035	6,492,004,510	1.00%	410,000	6,919	416,919	1,105,000	1,088,106	2,193,106	1,515,000	1,095,025	2,610,025	0.4102	2035
2036	6,524,464,533	0.50%				1,585,000	1,024,219	2,609,219	1,585,000	1,024,219	2,609,219	0.4081	2036
2037	6,557,086,856	0.50%				1,660,000	947,150	2,607,150	1,660,000	947,150	2,607,150	0.4057	2037
2038	6,589,872,290	0.50%				1,745,000	866,281	2,611,281	1,745,000	866,281	2,611,281	0.4043	2038
2039	6,622,821,651	0.50%				1,825,000	781,494	2,606,494	1,825,000	781,494	2,606,494	0.4016	2039
2040	6,655,935,760	0.50%				1,915,000	692,669	2,607,669	1,915,000	692,669	2,607,669	0.3998	2040
2041	6,689,215,438	0.50%				2,010,000	599,450	2,609,450	2,010,000	599,450	2,609,450	0.3981	2041
2042	6,722,661,516	0.50%				2,105,000	501,719	2,606,719	2,105,000	501,719	2,606,719	0.3957	2042
2043	6,756,274,823	0.50%				2,210,000	399,238	2,609,238	2,210,000	399,238	2,609,238	0.3941	2043
2044	6,790,056,197	0.50%				2,320,000	291,650	2,611,650	2,320,000	291,650	2,611,650	0.3925	2044
2045	6,824,006,478	0.50%				2,430,000	178,838	2,608,838	2,430,000	178,838	2,608,838	0.3901	2045
2046	6,858,126,511	0.50%				2,550,000	60,563	2,610,563	2,550,000	60,563	2,610,563	0.3884	2046
			$ 13,860,000	$ 2,496,048	$ 16,356,048	$ 25,000,000	$ 17,443,188	$ 42,443,188	$ 38,860,000	$ 19,939,235	$ 58,799,235		

[1] Assumes tax collected rate of 98%.

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Projected Tax Impact on Homeowners

Santa Fe, New Mexico

Tax Impact on Homeowners

Home Market Values	Home Assessed Values [1]	Total Tax Rate $0.5423 Annual	Total Tax Rate $0.5423 Monthly	Tax Rate Increase $0.1343 Annual	Tax Rate Increase $0.1343 Monthly
$100,000	$33,333	$18.08	$1.51	$4.48	$0.37
$200,000	$66,667	$36.16	$3.01	$8.96	$0.75
$300,000	$100,000	$54.23	$4.52	$13.43	$1.12
$400,000	$133,333	$72.31	$6.03	$17.91	$1.49
$500,000	$166,667	$90.39	$7.53	$22.39	$1.87

(2)

(1) Home assessed value is 33 1/3% of market value.

(2) Original projections were $.15 increase in tax rate.

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City of Santa Fe
General Obligation Bond Issuance Process

HilltopSecurities
A Hilltop Holdings Company

General Obligation Bonds

The General Obligation (GO) Bond issue is proposed to be sold through competitive bid on approximately August 5, 2025.

In that case, proceeds would be received by late August.

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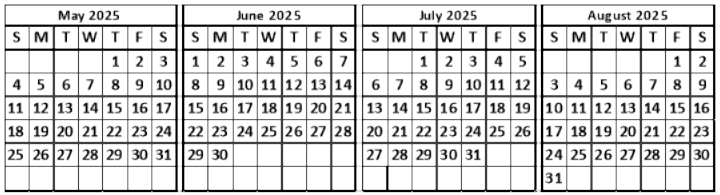
Key Dates in Issuance Process

City of Santa Fe

$25,000,000

General Obligation Improvement Bonds, Series 2025



May 2025						
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June 2025						
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29	30					

July 2025						
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27	28	29	30	31		

August 2025						
S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Key Events in Issuance Process

Date	Event
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Current Outstanding

- 2013 GO Bond
  - $5,935,000 outstanding
  - Final Maturity 8/1/2032
- 2014 GO Bond
  - $3,490,000 outstanding
  - Final Maturity 8/1/2034
- 2019 GO Bond
  - $3,000,000 outstanding
  - Final Maturity 8/1/2029

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Outstanding GO Debt Service

Fiscal Year Ended 6/30	General Obligation		
	Principal	Interest	Total
2024	$ 1,390,000	$ 577,238	$ 1,967,238
2025	1,435,000	521,838	1,956,838
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2033	1,220,000	49,555	1,269,555
2034	395,000	20,256	415,256
2035	410,000	6,919	416,919
	$ 15,250,000	$ 3,073,285	$ 18,323,285

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Historical Tax Rate For Debt Service

	Tax Year					
	2024	2023	2022	2021	2020	2019
City of Santa Fe	$ 0.408	$ 0.408	$ 0.475	$ 0.567	$ 0.350	$0.487

Source: New Mexico Department of Finance and Administration

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Historical Assessed Valuation

Santa Fe, New Mexico
Historical Assessed Valuation

Tax Year	Assessed Valuation	Annual Growth
2024	$ 5,733,789,338	2.85%
2023	5,574,965,537	13.63%
2022	4,906,449,372	7.04%
2021	4,583,853,535	0.57%
2020	4,557,743,975	4.69%
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2018	4,168,952,661	2.74%
2017	4,057,665,651	3.24%
2016	3,930,440,558	

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Santa Fe, New Mexico

$25 million General Obligation Bonds

Preliminary / Subject to Change

Fiscal Year	Taxable Assessed Valuation	TAV Growth	EXISTING REQUIREMENTS Principal	EXISTING REQUIREMENTS Interest	EXISTING REQUIREMENTS Total	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Principal	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Interest	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Total	AGGREGATE Principal	AGGREGATE Interest	AGGREGATE Total	Mill Rate [1]	Fiscal Year
2025	$ 5,733,789,338		$ 1,435,000	$ 521,838	$ 1,956,838	$ -	$ -	$ -	$ 1,435,000	$ 521,838	$ 1,956,838	0.4080	2025
2026	5,819,796,178	1.50%	1,490,000	464,003	1,954,003	-	593,750	593,750	1,490,000	1,057,753	2,547,753	0.4467	2026
2027	5,907,093,121	1.50%	1,550,000	401,994	1,951,994	-	1,187,500	1,187,500	1,550,000	1,589,494	3,139,494	0.5423	2027
2028	5,995,699,518	1.50%	1,610,000	336,069	1,946,069	-	1,187,500	1,187,500	1,610,000	1,523,569	3,133,569	0.5333	2028
2029	6,085,635,010	1.50%	1,680,000	267,394	1,947,394	-	1,187,500	1,187,500	1,680,000	1,454,894	3,134,894	0.5256	2029
2030	6,176,919,535	1.50%	1,755,000	195,644	1,950,644	-	1,187,500	1,187,500	1,755,000	1,383,144	3,138,144	0.5184	2030
2031	6,238,688,731	1.00%	1,135,000	137,822	1,272,822	155,000	1,183,819	1,338,819	1,290,000	1,321,641	2,611,641	0.4272	2031
2032	6,301,075,618	1.00%	1,180,000	94,555	1,274,555	160,000	1,176,338	1,336,338	1,340,000	1,270,893	2,610,893	0.4228	2032
2033	6,364,086,374	1.00%	1,220,000	49,555	1,269,555	170,000	1,168,500	1,338,500	1,390,000	1,218,055	2,608,055	0.4182	2033
2034	6,427,727,238	1.00%	395,000	20,256	415,256	1,055,000	1,139,406	2,194,406	1,450,000	1,159,663	2,609,663	0.4143	2034
2035	6,492,004,510	1.00%	410,000	6,919	416,919	1,105,000	1,088,106	2,193,106	1,515,000	1,095,025	2,610,025	0.4102	2035
2036	6,524,464,533	0.50%				1,585,000	1,024,219	2,609,219	1,585,000	1,024,219	2,609,219	0.4081	2036
2037	6,557,086,856	0.50%				1,660,000	947,150	2,607,150	1,660,000	947,150	2,607,150	0.4057	2037
2038	6,589,872,290	0.50%				1,745,000	866,281	2,611,281	1,745,000	866,281	2,611,281	0.4043	2038
2039	6,622,821,651	0.50%				1,825,000	781,494	2,606,494	1,825,000	781,494	2,606,494	0.4016	2039
2040	6,655,935,760	0.50%				1,915,000	692,669	2,607,669	1,915,000	692,669	2,607,669	0.3998	2040
2041	6,689,215,438	0.50%				2,010,000	599,450	2,609,450	2,010,000	599,450	2,609,450	0.3981	2041
2042	6,722,661,516	0.50%				2,105,000	501,719	2,606,719	2,105,000	501,719	2,606,719	0.3957	2042
2043	6,756,274,823	0.50%				2,210,000	399,238	2,609,238	2,210,000	399,238	2,609,238	0.3941	2043
2044	6,790,056,197	0.50%				2,320,000	291,650	2,611,650	2,320,000	291,650	2,611,650	0.3925	2044
2045	6,824,006,478	0.50%				2,430,000	178,838	2,608,838	2,430,000	178,838	2,608,838	0.3901	2045
2046	6,858,126,511	0.50%				2,550,000	60,563	2,610,563	2,550,000	60,563	2,610,563	0.3884	2046
			$ 13,860,000	$ 2,496,048	$ 16,356,048	$ 25,000,000	$ 17,443,188	$ 42,443,188	$ 38,860,000	$ 19,939,235	$ 58,799,235		

[1] Assumes tax collected rate of 98%.

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Projected Tax Impact on Homeowners

Santa Fe, New Mexico

Tax Impact on Homeowners

Home Market Values	Home Assessed Values [1]	Total Tax Rate $0.5423 Annual	Total Tax Rate $0.5423 Monthly	Tax Rate Increase $0.1343 [2] Annual	Tax Rate Increase $0.1343 [2] Monthly
$100,000	$33,333	$18.08	$1.51	$4.48	$0.37
$200,000	$66,667	$36.16	$3.01	$8.96	$0.75
$300,000	$100,000	$54.23	$4.52	$13.43	$1.12
$400,000	$133,333	$72.31	$6.03	$17.91	$1.49
$500,000	$166,667	$90.39	$7.53	$22.39	$1.87

(1) Home assessed value is 33 1/3% of market value.

(2) Original projections were $.15 increase in tax rate.

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CITY OF SANTA FE

Memorandum

Date: May 21, 2025

To: Governing Body and Quality of Life Committee

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

RE: Authorizing the Establishment of a Micro-community to Support People Experiencing Homelessness

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EXECUTIVE SUMMARY:

The proposed resolution would authorize the City Manager to establish a Micro Community on City-owned land at 2395 Richards Avenue to provide shelter and supportive services for individuals experiencing homelessness in Santa Fe.

BACKGROUND:

On April 26, 2023, the Governing Body adopted Resolution No. 2023-16, which established the "Safe Outdoor Spaces" as an alternative sheltering model for those experiencing homelessness. The resolution directed the City Manager to enter into or bring to the Governing Body contracts for structures, sites for the structures, landowners willing to provide an area for structures, and an operator willing to provide services. This resolution would identify 2395 Richards Avenue as a City-owned property as an appropriate site for Safe Outdoor Space, also termed a Micro Community, and authorize the City Manager to proceed with permitting, site preparation, and community engagement efforts for the locations.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

Councilor Alma Castro

Councilor Amanda Chavez

A RESOLUTION

IDENTIFYING CITY PROPERTY AT 2395 RICHARDS AVENUE AS A LOCATION FOR A MICRO COMMUNITY TO PROVIDE SHELTER AND SUPPORTIVE SERVICES FOR INDIVIDUALS EXPERIENCING HOMELESSNESS IN SANTA FE.

WHEREAS, the City of Santa Fe ("City") recognizes homelessness as a public priority requiring coordinated and innovative shelter responses; and

WHEREAS, in April 2023, the Governing Body adopted Resolution No. 2023-16, which supported creating Safe Outdoor Spaces and directed the City Manager to pursue contracts for shelter infrastructure, land, and operators to serve people for whom traditional shelter options are not viable; and

WHEREAS, Safe Outdoor Spaces—also called "Micro Communities"—are comprised of individual, non-congregate, secure, units, with access to restrooms, meals, laundry, case management, and 24/7 supervision, designed to provide a safe and stabl**e** environment for persons experiencing chronic homelessness; and

WHEREAS, the City's "Point-in-Time Count" and daily outreach and emergency services data confirm a persistent and visible population of unsheltered individuals in Santa Fe with complex

behavioral health, substance use, and trauma-related needs; and

WHEREAS, Micro Communities serve a crucial public health and public safety function by reducing the spread of disease, decreasing emergency service calls, improving neighborhood conditions, and reducing the number of people living unsheltered in parks, arroyos, and public spaces; and

WHEREAS, the City conducted a site feasibility analysis through the Office of Affordable Housing and evaluated city-owned parcels of land, with input from local homelessness and housing services experts; and

WHEREAS, 2395 Richards Avenue is a City property located next to Fire Station 7 and the Genoveva Chavez Community Center ("City Property") that City staff and local experts recommend as well suited for a Micro Community of up to fifty (50) units; and

WHEREAS, the City Property is suited for a Micro Community because it can house up to fifty (50) units, is not abutting schools, daycare or playgrounds, is accessible to Emergency Medical Service vehicles and trash pickup, and is approximately a third of a mile from the main road, while still being located close to two City bus routes (numbers Four and Six); and

WHEREAS, the City has a contract with LifeLink for operating the Micro Community at Christ Lutheran Church ("Operations Contract"), providing on-site services, 24-7 security, supervision, and coordination with local agencies; and

WHEREAS, the Operations Contract provides services supporting up to two Micro Community locations; and

WHEREAS, pursuant to Resolution 2023-16, the City requires Good Neighbor Agreements between the service operator and neighbors that includes terms about cooperation, communication protocols, standards for tenancy, and dispute resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City should establish a Micro Community on the City Property.

BE IT FURTHER RESOLVED that the City Manager and City Manager-designated City staff may take all intermediate necessary steps required to establish a Micro Community on the City Property, such as land use permitting, site preparation, and community engagement, and any other administrative steps necessary to operate the City Property as a Micro Community.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (May 23, 2025 17:01 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10653.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Identifying Property for a Micro-community to Support People Experiencing Homelessness

Sponsor(s): Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Alma Castro, and Councilor Amanda Chavez

Reviewing Department(s): Community Health and Safety Department; Family and Youth Services

Staff Completing FIR: Julie Sanchez **Date:** 05/21/2025 **Phone:** (505) 955-6673

Reviewed by City Attorney: Erin McSherry **Date:** 05/23/2025
Erin McSherry (May 23, 2025 17:01 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 05/23/2025

Summary:
The proposed resolution would identify City property on Richards Avenue to establish a Micro Community to provide shelter and supportive services for individuals experiencing homelessness in Santa Fe authorize the City Manager and staff to take next steps accordingly.

Departments Affected:
Community Health and Safety Department and Community Development Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then unsheltered homelessness will continue without an additional alternative.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Resolution follows the direction of the Governing Body provided in Resolution No. 2023-16, which included support for the establishment of safe outdoor sleeping spaces as an option for people experiencing homelessness in Santa Fe, and directed the City Manager to "enter into or bring to the Governing Body contracts for structures, sites for structures, landowners willing to provide an area for structures, and an operator or operators capable of providing round-the-clock support services and 24-7 supervision."

Performance and Administrative Implications:
Locating a new Micro Community on the City property may require permitting and will require community engagement and increased contract oversight.

Fiscal Implications:
The funding for operations and construction have been budgeted and awarded for in the current fiscal year for the proposed micro-community site.

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	$ 400,000	$	$	N	NR	240	
Contractual/ Professional Services	$ 900,000	$	$		NR	240	
Operating	$	$	$				$
Total:	$ 1,300,000	$	$				$

Expenditure Narrative:
The amounts above are included in the amounts the Community Health and Safety Department received in one-time funding to support contractual services to operate the micro-community and capital outlay funding to develop the site.

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: hmhammondpaul@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: May 5, 2025

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

From: Alan Hook, Water Resources Coordinator Assistant AGH

Via: Jesse Roach, Interim Public Utilities Director JR
Jonathan Montoya, Interim Water Division Director

RE: Acceptance of Loan and Grant Funding from New Mexico Water Trust Board in the amount of $5,500,000 for the Nichols Dam Repair Project, WPF-6316

EXECUTIVE SUMMARY:

The proposed bill would authorize the execution and delivery of both a Water Project Fund loan as well as a grant between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe ("City') in the total amount of five million, five-hundred thousand dollars ($5,500,000) for the purpose of financing the cost of repairs to the Nichols Dam outlet conduit. Additionally, the bill specifies that the loan, in the amount of two million, two-hundred thousand dollars ($2,200,000), and the grant, in the amount of three million, three-hundred thousand dollars ($3,300,000) would be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). Pursuant to the loan debt, the bill pledges that the City would repay the loan amount and the associated administrative fee solely from the net revenues of the City's water utility enterprise fund.

BACKGROUND:

The goal of the Nichols Dam Repair Project is to repair the outlet conduit and upgrade the dam safety rating to satisfactory. Specific repairs to Nichols Dam include the sealing of conduit joints, conduit lining, and the installation of filter diaphragm around the outlet conduit.

ATTACHMENTS:
Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-12

INTRODUCED BY:

Mayor Alan Webber

A BILL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF SANTA FE, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $5,500,000, INCLUDING A LOAN IN THE AMOUNT OF $2,200,000; EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF REPAIRS TO THE NICHOLS DAM OUTLET CONDUIT, INCLUDING SEALING OF CONDUIT JOINTS, CONDUIT LINING, INSTALLATION OF FILTER DIAPHRAGM AROUND OUTLET CONDUIT, INCLUDING RELATED WORK AND REVISIONS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT,

underscored material = new [~~bracketed material~~] = delete

TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing home-rule municipality under the constitution and general laws of the State of New Mexico, and more specifically, NMSA 1978, Sections 3-1-1 to -11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules, the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on August 29, 2024, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project

may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan/Grant Agreement, which is incorporated by reference as Attachment A, and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution

and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, Sections 7-24(a)11 to 7-24-(a)-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $13,840,601.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

"Authorized Officers" means any one or more of the Mayor, Mayor Pro Tem, City

Manager and City Clerk of the Borrower/Grantee.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Borrower/Grantee" means the City of Santa Fe, New Mexico.

"Closing Date" means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

"Completion Date" means the date of final payment of the cost of the Project.

"Conditions" has the meaning given to that term in the Loan/Grant Agreement.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, Section 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" has the meaning given to that term in the Loan/Grant Agreement.

"NMFA" means the New Mexico Finance Authority.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the duly organized City Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $3,300,000.

"Gross Revenues" has the meaning assigned to such term in Ordinance 2016-19 of the

Borrower/Grantee (the "Master Utility Ordinance").

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of $2,200,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $5,500,000.

"Loan/Grant Agreement" means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Ordinance.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System;

(b) insurance premiums for the System, including, without limitation, premiums for

property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay Debt Service Requirements on System Bonds) for Credit Facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) the costs of audits of the books and accounts of the System;

(f) amounts required to be deposited in the Rebate Fund;

(g) salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance as it may be supplemented or amended from time to time.

"Pledged Revenues" means the Net Revenues of the System pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan/Grant Agreement and described in the Term Sheet.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the

Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, Section 72-4A-9(B), as amended.

"State" means the State of New Mexico.

"System" means the municipally owned public utility designated as the Borrower/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant Agreement.

"Useful Life" means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the

provisions of this Ordinance) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved, and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, Section 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of $3,300,000 and borrowing the Loan Amount of $2,200,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Grant shall be in the amount of $3,300,000 and the Loan shall be in the amount of $2,200,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid

principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge, and deliver the Loan/Grant Agreement with such changes, insertions, and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance

remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) on the Pledged Revenues subordinate to the lien thereon of all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act,

shall be on parity with the lien of the Loan/Grant Agreement authorized by this Ordinance.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration. On and after the Closing Date, this Ordinance may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (May 9, 2025 11:24 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Attachment A

$5,500,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

July 25, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,

and

CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO,
as Borrower/Grantee.

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated **July 25, 2025**, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF SANTA FE** in SANTA FE COUNTY, NEW MEXICO (the "Borrower/Grantee").

W I T N E S S E T H:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing incorporated municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, §§3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow $2,200,000 from the Lender/Grantor and to accept a grant in the amount of $3,300,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 12, 2023 and January 22, 2024 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on August 29, 2024 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project have been approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined). In addition, capitalized terms not defined in the recitals or in this Article I shall have the meaning assigned to such terms in Ordinance No. 2016-19 of the Borrower/Grantee (the "Master Water Utility Ordinance") unless the context clearly requires otherwise. In the event of a conflict between the defined terms in this Agreement and those in the Master Water Utility Ordinance, the defined terms in the Master Water Utility Ordinance shall supersede those in this Agreement.

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $13,840,601.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

"Agreement Term" means the term of this Agreement as provided under Article III of this Agreement.

"Application" means the New Mexico Water Trust Board Application dated September 12, 2023 and the New Mexico Water Trust Board Readiness Application dated January 22, 2024 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

"Authorized Officers" means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem, Finance Director, Treasurer, City Manager, and City Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Closing Date" means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

"Colonias Infrastructure Act" means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

"Conditions" means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

"Department of Finance and Administration" or "DFA" means the department of finance, and administration of the State.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Agreement.

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the duly organized City Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $3,300,000.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System. In the event there is a conflicting description of Gross Revenues in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Borrower/Grantee and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

"Hardship Waiver" means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

"Interest Component" means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit "B" hereto.

"Interim Debt Service Schedule" means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit "B".

"Interim Period" means the period no greater than twenty-four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

"Lender/Grantor" means the New Mexico Finance Authority.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $2,200,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $5,500,000.

"Loan Payments" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit "B" hereto.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs,

required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Borrower/Grantee directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System Bonds) for credit facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Borrower/Grantee's general fund, liabilities incurred by the Borrower/Grantee as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues. In the event there is a conflicting description of Operation and Maintenance Expenses in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

"Ordinance" means the Borrower/Grantee's Ordinance No. _____, adopted by the Governing Body on June 11, 2025, authorizing the acceptance of the Loan/Grant, approving this

Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and the Administrative Fee as shown on the Term Sheet.

"Parity Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and the Administrative Fee pursuant to the Ordinance and this Agreement and described in the Term Sheet.

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "B" hereto.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"Senior Obligations" means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

"State" means the State of New Mexico.

"State Board of Finance" means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

"System" means the municipally owned public utility designated as the Borrower/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing

Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to this Agreement.

"Useful Life" means the structural and material design life of the Project including planning and design features as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a

pro rata basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for flood prevention. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or

other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Ordinance shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expenses of the Borrower/Grantee.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial

capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Rate Covenant. The Borrower/Grantee covenants that, in addition to complying with the Rate Covenant set forth and defined in the Master Water Utility Ordinance, it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(s) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(t) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project or System, or any part of the Project or System so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(u) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is being constructed, located, completed or extended, and if any portion of the Project will be designed, constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(v) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to

complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(w) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Reserved.

(y) Efficient Operation. The Borrower/Grantee will operate the System so long as this Agreement is outstanding, will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable demands for System services.

(z) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the System; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

(aa) Billing Procedure. Bills for water service or facilities, furnished by or through the System, shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution or regulation of the Borrower/Grantee. If permitted by law, if a bill is not paid within the period of time required by such ordinance, resolution or regulation, water service shall be discontinued as required by such ordinance, resolution or regulation, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(bb) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(cc) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(dd) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

(ee) Additional Obligations. The Borrower/Grantee may incur additional Senior Obligations upon the satisfaction of the additional bonds test set forth in the Master Water

Utility Ordinance. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Parity Obligations unless such Parity Obligation has been issued by the NMFA. The Borrower/Grantee shall identify any additional Senior Obligations issued by the Borrower/Grantee after the Closing Date in any future application for financing submitted to the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III
AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV
LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of

this Agreement will be approved by the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, or on behalf of the NMFA by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged

Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An "undue hardship" exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI
LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursal of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement or by electronic debit of the account identified in the ACH Authorization. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available

funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII
THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The Project shall be constructed and completed substantially in accordance with the approved plans and specifications, and shall fully incorporate the available technologies and operational design for water use efficiency described in the approved plans and specifications. The plans and specifications shall be approved by the NMFA or on behalf of the NMFA by the Office of the State Engineer prior to the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by

the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on September 30, 2025, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law.

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX
INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any

portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated

in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other

party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Santa Fe
Attn.: Finance Director
200 Lincoln Ave
Albuquerque, New Mexico 87501

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on August 7, 2024 and by the NMFA's Board of Directors on August 29, 2024, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

Sutin, Thayer & Browne A Professional Corporation
As Loan/Grant Counsel

By_____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By_____
Susan G. Pittard, Associate Counsel

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:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 9, 2025 08:56 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

EXHIBIT "A"

TERM SHEET

$5,500.000 WATER PROJECT FUND LOAN/GRANT TO THE CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

Project Description:	The Project is for flood prevention. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of constructing repairs to Nichols Dam outlet conduit including sealing conduit joints, conduit lining and installing filter diaphragm around outlet conduit, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	$3,300,000
Loan Amount:	$2,200,000
Pledged Revenues:	"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and Administrative Fees pursuant to the Ordinance and the Agreement.
Outstanding Senior Obligations for Pledged Revenues:	City of Santa Fe, New Mexico Water Utility System Refunding Revenue Bonds, Series 2016, DW-1475, DW-2696[, NMED Loan CWSRF 140]
Outstanding Parity Obligations:	
Authorizing Legislation:	Borrower/Grantee Ordinance No. _____, adopted June 11, 2025
Additional Funding Amount:	$13,840,601
Closing Date:	July 25, 2025
Project Account Amount:	$5,500,000

Expense Account Deposit: $0.00

Administrative Fee: .25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Ordinance was adopted and at which this Agreement, the Ordinance and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2028 and ending June 1, 2047. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

[ATTACH DEBT SERVICE SCHEDULE OR INTERIM DEBT SERVICE SCHEDULE]

EXHIBIT "C"

FORM OF REQUISITION
(Water Project Fund)

RE: $5,500,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Santa Fe, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6316 Closing Date: July 25, 2025

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: $_____

PAYEE'S NAME: _____
PAYEE'S ADDRESS: _____
_____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: $_____

Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: $_____

TOTAL REQUIRED MATCH: $13,840,601

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____ _____

AUTHORIZED OFFICER
(As Provided in the Loan/Grant Agreement)
Print Name:_____
Print Title: _____

EXHIBIT "D"

WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: City of Santa Fe **Contact Name:** **Title:** **Email Address:**	**Project Number**: WPF-6316 **Project Name**: Nichols Dam Repair **Project Type**: Construction

Reporting Period: From _____ **To**_____

☐ Quarterly Project Report: ☐1st ☐2nd ☐3rd ☐4th

☐ Final Project Report ☐ Other _____

WPF Funding Expiration: _____

Total WPF Award: $5,500,000 **Current Balance**: $_____

Loan 40% Grant 60% Match $13,840,601

Expected WPF Award Expenditure Next Quarter: $_____

Local Match Expenditure: To Date $_____ **Next Quarter** $_____

Project Phase: ☐Planning ☐ Design ☐ Construction

PROJECT COMPLETION: Original Date _____ **Current Date**_____

_____**% Complete Days Remaining to Complete** _____ **On Schedule?** ☐**Yes** ☐**No**

Briefly Describe Project Progress During This Reporting Period:

Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:

Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:

Authorized Officer **PRINT NAME:**_____

PRINT TITLE:_____

SIGNATURE:	**Date:**

All fields must be completed.

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: $5,500,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the City of Santa Fe, New Mexico as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6316

Closing Date: July 25, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan/Grant Amount was $ _____.

4. Cost of the Project paid from the Additional Funding Amount was $ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

By: _____

Its: _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 2025-5 adopted by the Borrower/Grantee on January 15, 2025

2. Ordinance No. _____ adopted on June 11, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Ordinance in the *Santa Fe New Mexican*

3. Loan/Grant Agreement

4. General and No Litigation Certificate of the Borrower/Grantee

5. Delivery, Deposit and Cross-Receipt Certificate

6. Right of Way Certificate (to be executed prior to construction funding)

7. Final Opinion of Counsel for the Borrower/Grantee

8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the NMFA

9. NMFA Application and Project Approval (informational only)

FIR No. 10674

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Acceptance of a loan and grant for $5.5 Million Dollars for Nicols Dam Repair Project

Sponsor(s): Councilor Carol Romero-Wirth

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Alan Hook, Water Resources Coordinator **Date:** 4/23/2025

Phone: (505) 955-4205

Reviewed by City Attorney: Marcos Martinez **Date:** 05/09/2025
Marcos Martinez (May 9, 2025 11:24 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** _____

Summary:
This bill would authorize the execution and delivery of both a water project fund loan as well as a grant between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe ("City') in the total, combined amount of five million, five-hundred thousand dollars ($5,500,000) for the purpose of financing the cost of repairs to Nichols Dam outlet conduit. Additionally, the bill specifies that the loan, in the amount of two million, two-hundred thousand dollars ($2,200,000), and the grant, in the amount of three million, three-hundred thousand dollars ($3,300,000) would be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). Pursuant to the loan debt, the bill pledges that the City would repay the loan amount and the associated administrative fee solely from the net revenues of the City's water utility enterprise fund. The goal of the Nichols Dam Repair Project is to repair the outlet conduit and upgrade the dam safety rating to satisfactory. Specific repairs to Nichols Dam include the sealing of conduit joints, conduit lining, and the installation of filter diaphragm around the outlet conduit.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not authorize the water project funds for a total of five million five hundred thousand dollars ($5,500,000) in the form of a loan in the amount of two million, two hundred thousand dollars ($2,200,000) and a grant in the amount of three million, three hundred thousand dollars ($3,300,000). Without these funds, the City will need to utilize cash reserves, putting pressure on the water utility to raise rates, impacting water utility customers. The project is necessary for the continued operation of Nichols Dam & Reservoir and for the safety of a High Hazard Dam above the city of Santa Fe.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution 2023-43 approved the application for Water Trust Board funding, and Resolution 2023-32 identified Project ID #33721, "Nichols Outlet Rehabilitation Project", as a City priority on its Infrastructure

Capital Improvement Plan.

Performance and Administrative Implications:
Water Division staff will submit contractor invoices for reimbursement toward construction of the Nichols Dam Repair Project. Staff will also be required to submit quarterly compliance reports on the progress of the final completion of the project within two years.

Fiscal Implications:
If this bill is adopted, the City will accept funds from NMFA in the total amount of five million, five hundred thousand dollars ($5,500,000) for the purpose of making necessary repairs to the Nichols Dam outlet conduit. These funds take the form of two agreements—a loan for two million, two hundred thousand dollars ($2,200,000) and a grant for three million, three hundred thousand dollars ($3,300,000). The loan agreement is to be paid back within twenty years at an interest rate of 0.25%.

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	$	$ 2,200,000	$		NR	505	
Operating	$	$	$				$
Total:	$	$ 2,200,000	$				$ 2,200,000

Expenditure Narrative:
The loan repayment begins after closing of the loan/grant agreement in July, 2025, and repayment will come from the water utility enterprise fund over a 20-year term at an interest rate of 0.25% for the $2,200,000 portion of the loan debt.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$ 3,300,000	$	NR	505
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
Should the Governing Body adopt this resolution, the City will receive three million three-hundred thousand dollars ($3,300,000) grant funding to support water project funds toward the Nichols Dam Repair Project.

Signature: 

Email: jdroach@santafenm.gov

Signature:

Email: aghook@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: March 21, 2025

To: Governing Body, Economic Development Advisory Committee, Quality of Life Committee, Finance Committee

From: Daniel Hernandez, Director of Metropolitan Development Agency DH
Carly Venditti, Asset Development Manager, Metropolitan Development Agency CV

Via: Mark Scott, City Manager MS
Johanna Nelson, Office of Economic Development Director and Interim Director of Affordable Housing JN

RE: Making a Finding of Necessity in the Midtown LINC Overlay District and Approving the Designation of a Metropolitan Redevelopment Area

---

EXECUTIVE SUMMARY:

The proposed resolution makes a finding of necessity and designates the Midtown Local Innovation Corridor Overlay District (the Midtown "LINC"), other than a small residential portion, as a "Metropolitan Redevelopment Area," as consistent with SFCC 1987, Section 7-2.8 and NMSA 1978, Section 3-60A-8.

BACKGROUND:

For a "finding of necessity", as described in SFCC 1987, Section 7-2.8, the Governing Body must adopt a resolution concluding that one or more particular areas of the City meet the criteria described in code: 1) the area is either a slum or blighted and 2) rehabilitation, conservation, slum clearance, redevelopment or development, or a combination thereof in the area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city. In this particular case, the Midtown LINC, as described in Section 14-5.5(5)(D)(2) and further defined in Attachment B of the Resolution, is the area of interest. The area of interest also includes the deteriorated sixty-four (64) acre, City-owned parcel known as the "Midtown Site", which has been slated for redevelopment pursuant to the Midtown Master Plan approved in December 2022 through Resolution No. 2022-68.

As is described in the *Midtown Metropolitan Development Plan: Designation Report* ("Report") (attached as Attachment A of the Resolution), the Midtown LINC consists of diverse tracts of land characterized by multiple designation criteria, demonstrating that the Midtown LINC area is inconsistent with the land use goals described in SFCC 1987, Section 14-1.3, "General Purposes".

The goals described under Section 14-1.3 establish that the use of land in Santa Fe as an MRA should "create conditions favorable to the health, safety, convenience, prosperity, and general welfare of the residents of Santa Fe by coordinating streets within proposed subdivisions with existing or planned streets or other features of the general plan; providing parks and trails, providing sewer, water and other infrastructure; providing adequate open space for traffic, recreation, drainage, light and air; and providing for appropriate distribution of population and traffic." Specifically of note, the Report identifies conditions such as faulty platting, defective and inadequate street layout, as well as deteriorating structures and infrastructure, that negatively impact economic development, redevelopment, and diverse uses, including housing, in the proposed designated area.

The Midtown LINC also lies within two designated census tracts, 11.03 and 10.02, which are "qualified opportunity" zones, as defined by 26 USCA, Section 1400Z–1. This section of United States Code creates an economic development tool that allows people to invest in distressed areas, the purpose of which is to spur economic development and job creation in distressed communities by providing tax benefits to investors.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

Councilor Amanda Chavez

A RESOLUTION

MAKING A FINDING OF NECESSITY AND DESIGNATING AN AREA COMPRISED OF A MAJORITY OF THE MIDTOWN LOCAL INNOVATION CORRIDOR OVERLAY DISTRICT AS A METROPOLITAN REDEVELOPMENT AREA.

WHEREAS, the New Mexico Legislature adopted a Metropolitan Redevelopment Code to, among other things, provide strategies for municipalities to finance redevelopment projects; and

WHEREAS, SFCC 1987, Section 7-2.3 provides that the City of Santa Fe ("City") can declare and designate a metropolitan development area as "appropriate for a metropolitan development project"; and

WHEREAS, SFCC 1987, Section 7-2.8**,** provides that, in order to designate an area as a metropolitan redevelopment area, the City must first adopt a resolution establishing the following two criteria: 1) the area is either a slum or blighted; and 2) rehabilitation, conservation, slum clearance, redevelopment or development, or a combination thereof in the area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city; and

WHEREAS, the Midtown Local Innovation Corridor Overlay District (the "LINC") consists of diverse tracts of land which, according to a study commissioned by the City, the

Midtown Metropolitan Development Plan: Designation Report, Attachment A, is characterized by deteriorated or deteriorating structures, defective or inadequate street layout, faulty lot layout, deterioration of sites or other implements, a lack of adequate housing facilities, obsolete or impractical platting, and a significant number of vacant or struggling commercial businesses, all of which are inconsistent with the described goals in SFCC 1987, Section 14-1.3 of the land-use code, to "create conditions favorable to the health, safety, convenience, prosperity and general welfare of the residents of Santa Fe by coordinating streets within proposed subdivisions with existing or planned streets or other features of the general plan; providing parks and trails; providing sewer, water and other infrastructure; providing adequate open space for traffic, recreation, drainage, light and air; and providing for the appropriate distribution of population and traffic"; and

WHEREAS, the LINC lies within two designated census tracts, 11.03 and 10.02, which as defined in 26 USCA § 1400Z–1, are "qualified opportunity zones": distressed areas, identified by the federal government as needing targeted investment in economic development; and

WHEREAS, the purpose of identifying opportunity zones was to spur economic development and job creation in distressed communities by providing tax benefits to investors; and

WHEREAS, the economically challenging conditions in these census tracts have impaired the sound growth, development, and economic well-being of the City, creating an economic and social burden detrimental to the public health, safety, and welfare of the City; and

WHEREAS, the LINC includes a multi-unit residential property, more specifically described as the area covered by Lot 3B1**,** as recorded in instrument number 1171143, Book 482, Page 35, of the Santa Fe County Clerk ("Multi-Unit Residential Property"); and

WHEREAS, as the only residential property in the LINC, the Multi-Unit Residential Property's interests and needs are distinct from the rest of the LINC.

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF SANTA FE finds that a blighted area exists in the LINC, depicted in Attachment

B, and the rehabilitation, conservation, and redevelopment of the area is necessary and is in the interest of the public health, safety, and welfare of the residents of the City of Santa Fe.

BE IT FURTHER RESOLVED that the area within the LINC, defined by SFCC 1987, Section 14-5.5D (2), other than the Multi-Unit Residential Property, is designated a Metropolitan Redevelopment Area, pursuant to SFCC 1987, Section 7-2.8, and NMSA 1978, Section 3-60A-8.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

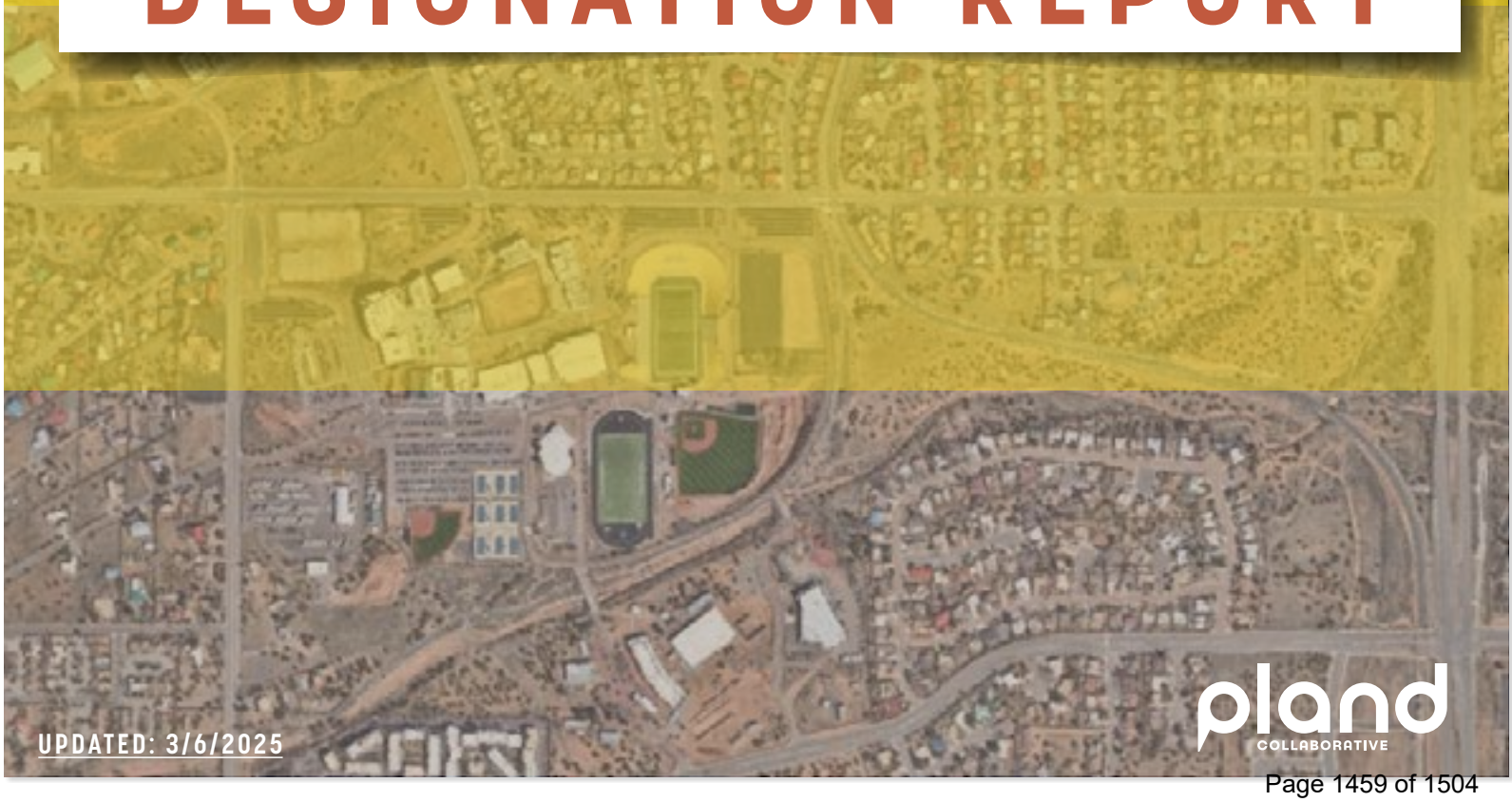
ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Midtown Redevelopment Area Designation

Attachment A

MIDTOWN METROPOLITAN
REDEVELOPMENT PLAN

DESIGNATION REPORT



UPDATED: 3/6/2025

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INTRODUCTION

The Santa Fe Midtown Metropolitan Redevelopment Area (MRA) is a bold step toward revitalizing the heart of Santa Fe. Building on years of community-driven planning, this initiative will transform the Midtown District into a hub for arts, culture, economic growth, and mixed-income housing.

By designating the district as an MRA, Santa Fe can unlock key funding sources, attract private investment, and improve public infrastructure—creating new jobs, enhancing walkability, and expanding housing options. This strategic action was included in the Midtown Community Development Plan and aligns with the Midtown Master Plan to ensure mixed-use, sustainable redevelopment. With strategic public-private partnerships and financial tools like tax incentives and infrastructure investments, the MRA will move Midtown into motion, fostering an inclusive, thriving district for all Santa Fe residents.

BACKGROUND

The Midtown Site, located in the geographic center of Santa Fe, and the broader St. Michael's Drive / Cerrillos Road corridor, are full of possibilities. The Midtown Redevelopment Plans, which included the Midtown Master Plan and the Midtown Community Development Plan, were unanimously approved by the City of Santa Fe Governing Body in November 2022 and January 2023. This marked a significant milestone for realizing the community and economic development potential of both the city-owned 64-acre Midtown Site and the broader Midtown District.

The redevelopment plans for the Midtown Site capitalized on the groundbreaking planning and rezoning work that was approved in October 2016, known as the Midtown Local Innovation Corridor (LINC) Overlay District. Additionally, the Midtown District was designated a federal Opportunity Zone in 2017 to spur economic development by providing tax benefits to investors and encouraging long-term investments in low-income neighborhoods.

These efforts stand on the shoulders of the 2012 RE:Mike project. This process re-envisioned the St. Michael's Drive commercial corridor. It established community priorities for redesigning and rebuilding the public right of way to create safe pedestrian and bike-friendly streets along a mixed-use corridor that incentivized housing affordability and transit-oriented development.

These critical public acts serve as the foundation for taking the next step toward implementing the Midtown District vision, goals, and plans. The district will be a center for arts and cultural innovation, create economic growth and job opportunities, improve socioeconomic equality, and present opportunities for mixed-income housing.

THE SANTA FE METROPOLITAN REDEVELOPMENT AGENCY

Establishing the Santa Fe Metropolitan Redevelopment Agency brought real estate acumen and an entrepreneurial approach to redevelopment in the City of Santa Fe. The MRA works with community and real estate experts to promote the triple-bottom-line, mission-driven development strategies focused on the economic, social, and environmental health of neighborhoods and districts and the people who live, work, play, and learn there.

LEGAL FRAMEWORK

The New Mexico Metropolitan Redevelopment Code (§3-60A-1 to 3-60A48 NMSA 1978) provides municipalities in New Mexico with the power to correct conditions in areas or neighborhoods that "substantially impair or arrest the sound and orderly development" within the city. These powers can help reverse an area's decline and stagnation. However,

the municipality may only use these powers within designated Metropolitan Redevelopment Areas (MRAs) with adopted redevelopment plans.

MRA AREA DESIGNATION CRITERIA

The designation of the Midtown Metropolitan Redevelopment Area is based on existing conditions that hinder redevelopment and economic growth within the area. Under state and local law, the designation of an MRA requires a finding of blight as defined in Section 3-60A-4 of the New Mexico Metropolitan Redevelopment Code. This designation is a necessary step to unlock redevelopment tools and incentives that can revitalize Midtown and attract investment.

A blighted area is defined as one that meets one or more of the following conditions:

- ☑ *A substantial number of deteriorated or deteriorating structures negatively impact the area's livability and economic potential.*
- ☑ *A defective or inadequate street layout that limits accessibility, walkability, and connectivity.*
- ☑ *Faulty lot layout that reduces the usefulness, accessibility, or redevelopment potential of properties.*
- ☑ *Deterioration of sites or other improvements, making the area less viable for new development.*
- ☑ *A lack of adequate housing facilities or conditions that prevent the provision of needed housing accommodations.*
- ☑ *Obsolete or impractical planning and platting, leading to underutilized land and inefficient land use.*
- ☑ *A significant number of vacant or struggling commercial businesses, reducing economic activity and job opportunities.*
- ☑ *Low levels of commercial or industrial activity, contributing to economic stagnation and disinvestment.*

A combination of these or other conditions impair economic growth and the overall well-being of the city.

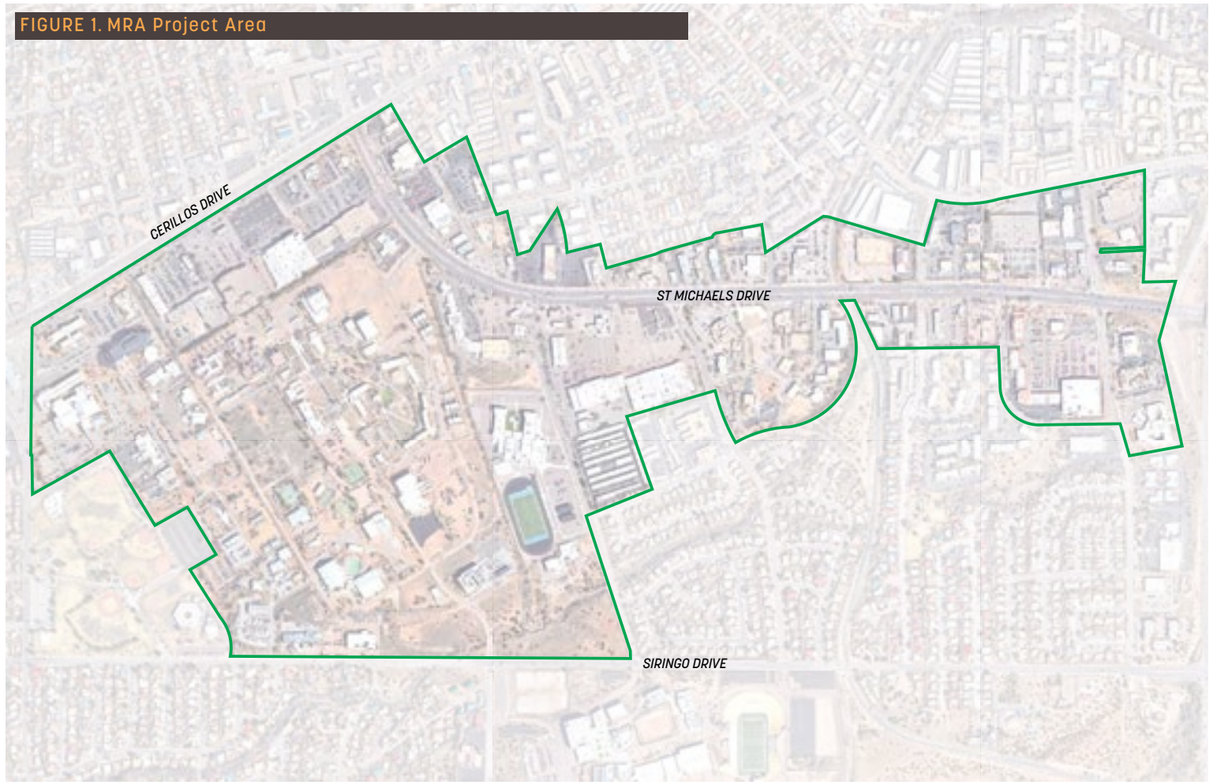
The Midtown MRA Designation Report is being conducted to formally assess these conditions and justify the use of redevelopment tools such as public-private partnerships, financial incentives, infrastructure investment, and zoning adjustments. By identifying the Midtown as an MRA, the City of Santa Fe increases its ability to implement the Midtown Redevelopment plans and facilitate redevelopment projects in the district.

PROJECT BOUNDARY

The Midtown MRA Plan area follows the boundary of the Midtown Local Innovation Corridor (Midtown LINC) Overlay District, which was adopted in 2016 (Ord. 2016-39). The Midtown LINC Overlay District was originally created to strengthen the built environment, foster economic growth, and enhance connectivity within Santa Fe's geographic and demographic center. It aimed to bridge the gap between two major employment hubs—the city-owned Midtown site to the west and Christus St. Vincent Regional Medical Center to the east—by incentivizing mixed-use, pedestrian-oriented redevelopment.

The boundary selection for the LINC district was strategic and deliberate. It excludes established residential neighborhoods to minimize disruption while incorporating 372.8 acres of primarily commercial, industrial, and institutional properties along St. Michael's Drive and Cerrillos Road, as well as the former Santa Fe University of Art and Design (SFUAD) campus. The intent was to free underutilized land for multi-family residential and complementary non-residential uses while maintaining zoning flexibility. Additionally, the boundary allows for higher-density development, improved multimodal transit options, and walkable public spaces, reinforcing Santa Fe's broader urban planning goals.

FIGURE 1. MRA Project Area



The Midtown MRA Designation Area aligns with the LINC Overlay boundary with one minor omision of a residential property. There is no residential property within the Midtown MRA Designation Area. The Study Area encompasses 182 parcels, including the 64-acre city-owned Midtown Redevelopment Site. Its commercial zoning layout creates a natural corridor for business growth and redevelopment while ensuring buffers for existing residential areas. The geographic scope of the MRA extends to West San Mateo Lane to the north, St. Francis Drive to the east, Siringo Road to the south, and Camino Carlos Rey and St. Michael's Drive to the west, positioning it as a key mixed-use redevelopment corridor for Santa Fe's future.



EXISTING CONDITIONS ASSESSMENT

This section provides an in-depth analysis of physical, economic, and social conditions in the study area to address the criteria identified in the New Mexico Metropolitan Redevelopment Code. The assessment includes a policy review to identify existing planning efforts, community goals, and policies that guide and govern this area.

A. POLICY REVIEW

The following section outlines existing planning initiatives, policies, reports, and documents related to the Midtown MRA site. They are listed chronoligically by the following categories: Midtown District Plans, Midtown Site Plans, and citywide/Santa Fe plans.

Over the years, multiple efforts have aimed to activate and revitalize this area, but with limited success. Many of these plans and policies were developed with the goal of redeveloping and reinvigorating the MRA area; however, they have yet to achieve significant, lasting impact.

At the conclusion of each discussed plan, policy, or initiative, we provide a summary outlining how it addresses the MRA designation criteria or key takeaways if it does not. This is essential, as many previous planning efforts have already identified and attempted to address the same challenges highlighted in this designation report. Additionally, key takeaways from these past initiatives will help support the justification for the MRA designation.

RE:MIKE (2012)

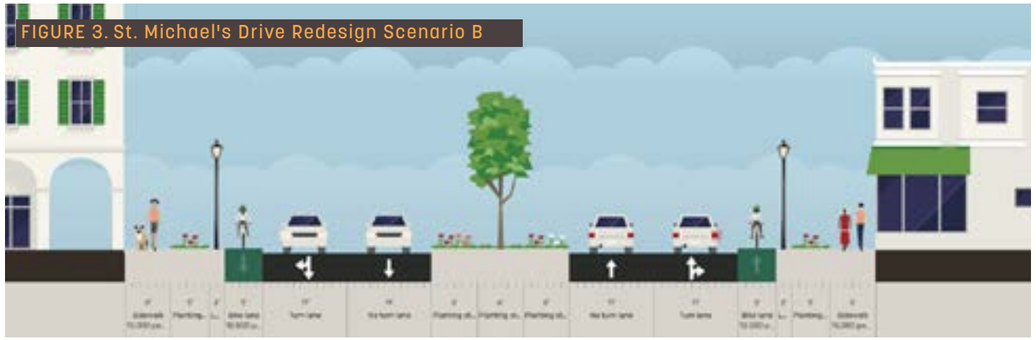
The RE:MIKE Report outlines efforts to reimagine and revitalize the St. Michael's Drive Corridor in Santa Fe, aiming to transform it into a more vibrant, pedestrian-friendly, and economically diverse area. This initiative is a public-private partnership involving the City of Santa Fe, local businesses, educational institutions, and community organizations. It builds on previous studies and planning efforts, incorporating extensive data collection and urban prototyping.

The RE:MIKE initiative began in 2012 with a large-scale urban prototyping festival that engaged the public in shaping the future of the corridor. The event revealed strong community support for walkability, bicycle accessibility, safety improvements, zoning changes, and mixed-use development. The study identified key challenges, such as aging infrastructure, high traffic speeds, a lack of identity, and unsafe intersections.

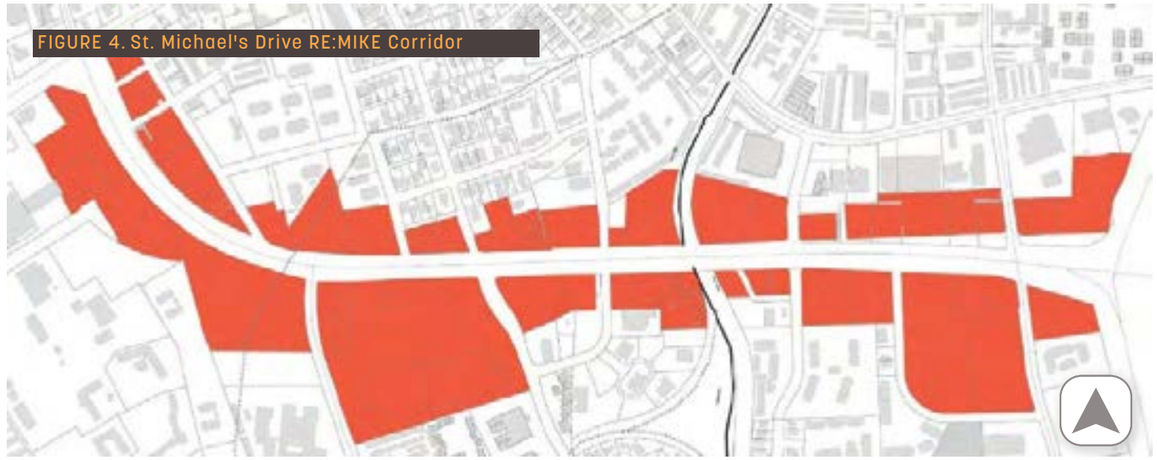
Following the festival, the report proposed specific action items, including investigating city ownership of St. Michael's Drive, implementing zoning changes to encourage mixed-use development, fostering business engagement, adding green space through fixed and mobile parklets, developing a pop-up business ordinance, and improving the area's overall identity. There was also a focus on transportation safety enhancements, investment in public spaces, and the promotion of small businesses and cultural identity.

The recommendations aim to balance economic growth, sustainability, and livability, setting the stage for future redevelopment efforts that align with community values. While there was broad public support, improvements from RE:MIKE have not been implemented. These recomendations would contribute significantly to creating a mixed-use commercial corridor.





Design scenarios for St. Michael's Drive, based on Santa Fe arterial design standards (Streetmix)



ADDRESSING MRA CRITERIA

- ☑ **Deteriorated or Aging Infrastructure:** Many commercial properties along St. Michael's Drive feature large, aging buildings that are underutilized or in various states of decline. The corridor's suburban-style development pattern, dominated by vast parking lots, creates a fragmented urban fabric, discouraging walkability and vibrant economic activity.
- ☑ **Defective and Inadequate Street Layout:** St. Michael's Drive was originally built as a bypass highway in the 1950s, but as Santa Fe has grown, it has become an essential corridor for retail, transportation, and other business activity. However, it still retains its highway-like design, with seven lanes of traffic, dangerous intersections, and limited pedestrian access. This design increases the risk of collisions as drivers pull in and out of shopping centers. The area lacks effective multimodal transportation options, further isolating surrounding neighborhoods.
- ☑ **Faulty Lot Layout and Inefficient Land Use:** The corridor's strip mall development pattern and excessive parking requirements have created underutilized parcels with limited connection with surrounding neighborhoods. This inefficient land use makes it difficult to redevelop sites into more compact, mixed-use developments that would better serve the community and create much needed housing choices in the center of the city.
- ☑ **Deterioration of Public Spaces and Site Improvements:** Public spaces in the area lack investment, making them uninviting and underutilized. Surveys conducted as part of the RE:MIKE initiative show that residents view St. Michael's Drive as an area with "no identity" and "a place they avoid walking or spending time in" due to its car-centric nature and lack of engaging public amenities.
- ☑ **Decline of Commercial and Business Activity:** While St. Michael's Drive is a central commercial district, the dominance of large retail centers with little pedestrian access has discouraged economic diversification.
- ☑ **Lack of Adequate Housing Facilities:** The corridor lacks a sufficient mix of housing types, particularly affordable and workforce housing.

OVERLAY DISTRICT: MIDTOWN LINC ZONING OVERLAY (2016)

The Midtown LINC Overlay District was established through Ordinance #2016-39, which was adopted by the City of Santa Fe in 2016. The district was created to enhance connectivity and development in Santa Fe's midtown area, linking key employment centers such as Santa Fe University of Art and Design and Christus St. Vincent Regional Medical Center.

The overlay is a framework for revitalizing Santa Fe's midtown area, transforming underutilized spaces along western St. Michael's Drive into a vibrant, economically diverse district. The initiative encourages mixed-use development, improved urban design, and pedestrian-friendly infrastructure.

The district promotes multi-family residential development alongside complementary commercial uses, creating a dynamic, street-oriented environment. Updated zoning regulations increase development capacity while maintaining buffers for existing neighborhoods. Planned urban enhancements focus on pedestrian and bicycle accessibility, traffic calming measures, and expanded public spaces to improve mobility and safety.

To encourage investment, the city offers fee incentives for qualifying projects, waiving certain development and utility fees. Design standards prioritize four-story mixed-use buildings, street-facing architecture, and enhanced landscaping to foster a more cohesive urban fabric. Additional requirements for signage, bicycle parking, and green infrastructure ensure that new development contributes to a more connected and livable midtown. The Midtown LINC Overlay aligns with Santa Fe's broader goals for sustainable growth while preserving the city's unique character.

FIGURE 5. Midtown LINC Overlay District

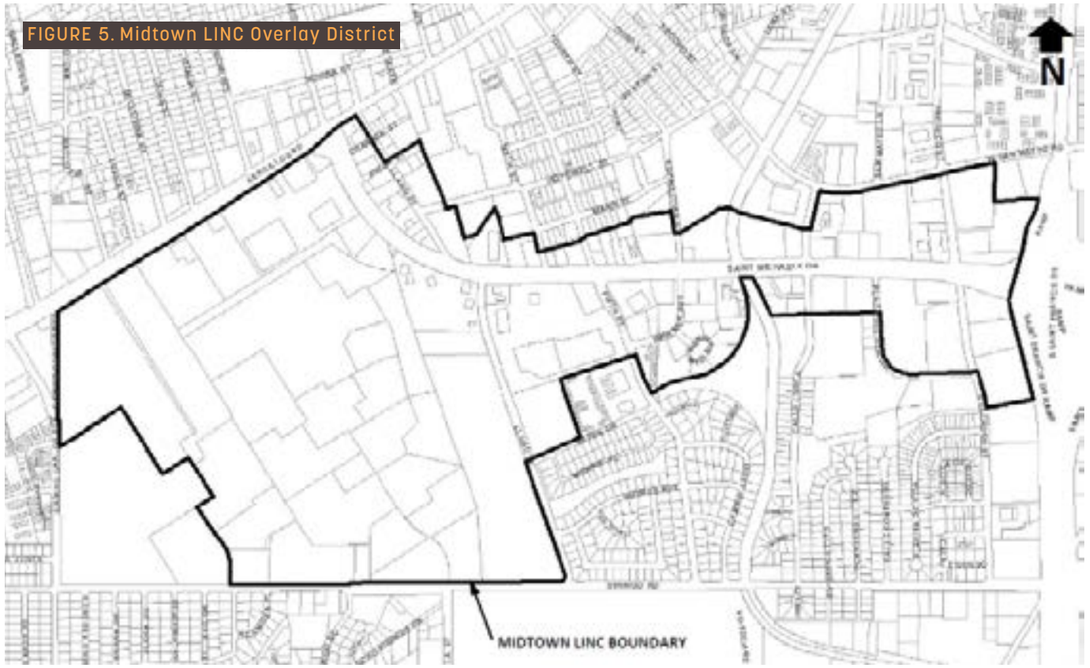


Image source: MIDTOWN LINC Summary Presentation (2017)

While there was broad public support for the LINC, there have not been qualifying projects that the LINC zoning intended to facilitate.

ADDRESSING MRA CRITERIA:

- ☑ Deteriorated or aging infrastructure: Several structures and public spaces within the corridor show signs of physical decline, limiting their usability and attractiveness for redevelopment.
- ☑ **Defective and inadequate street layout:** St. Michael's Drive and adjacent streets prioritize vehicular traffic, creating barriers to pedestrian and bicycle movement. The street design lacks adequate connectivity between key destinations and discourages mixed-use development.
- ☑ **Obsolete and impractical planning:** The existing zoning and development regulations in the Midtown area have historically favored single-use commercial developments, which have contributed to underutilization of land and inefficient site layouts.
- ☑ **Significant business closures and low commercial activity:** Economic stagnation is evident, especially within the Midtown site. This large site has experienced long-term vacancies and reduced activity, leading to declining tax revenues and community disinvestment.
- ☑ **Lack of adequate housing facilities:** The area has a lack of housing variety or housing choices in adjacent districts, particularly affordable and mixed-income housing, despite its proximity to major employment and institutional centers. This imbalance between jobs and housing options contributes to increased commuting and a reduced sense of community within the district.
- ☑ **Deterioration of public spaces and site improvements:** Public spaces lack consistent investment and maintenance, making them less inviting and underutilized by the community.

MIDTOWN REDEVLOPMENT PLANS



The Midtown Master Plan and Midtown Community Plan together create the Midtown Redevelopment Plan. These include both land use and urban design guidelines for the future of the Midtown Site. The blighted Midtown Site is key to improving and creating the economic resiliency of the adjacent commercial corridor and broader Midtown District.

MIDTOWN MASTER PLAN (2022)

The Midtown Master Plan, approved on November 30, 2022, provides a framework for the redevelopment of the Midtown Site in Santa Fe. This site, formerly home to the Santa Fe University of Art and Design (SFUAD) until its closure in 2018, represents a significant opportunity for business, housing, and cultural development in the city. The plan outlines a long-term vision driven by community input, prioritizing sustainability, economic vitality, and the creation of a mixed-use urban center.

The City of Santa Fe took control of the planning process in 2020. Since then, the city has worked with stakeholders to create a comprehensive strategy that balances housing affordability, job creation, transit improvements, and climate resilience. The plan promotes walkability, public spaces, and a variety of uses, including film and media production, arts and culture, and higher education.

KEY TAKEAWAYS

- ☑ The Midtown Site will serve as a new center for Santa Fe, integrating housing, employment, public spaces, and cultural institutions.
- ☑ Over 1,000 new housing units are planned, with a focus on affordability and accessibility.
- ☑ A pedestrian-friendly, mixed-use neighborhood is envisioned, encouraging walkability and sustainable design.
- ☑ Community Arts and Culture will be a major focus for economic and social viability.
- ☑ More than 5 acres of public parks and open spaces will enhance community engagement and recreation.
- ☑ The Midtown LINC Zoning Area, adopted in 2016, will guide redevelopment efforts and encourage higher-density mixed-use projects.
- ☑ Infrastructure improvements, including transit enhancements and multimodal connections, will support growth and mobility.
- ☑ The plan aligns with existing city policies and sustainability goals, aiming to create an equitable and environmentally responsible development.

MIDTOWN COMMUNITY DEVELOPMENT PLAN (2023)

The Midtown Community Development Plan is a policy-driven framework designed to guide the redevelopment of the Midtown Site in Santa Fe. This plan was developed as part of the Midtown Master Plan and is utilized in conjunctions with the Midtown Master Plan to ensure that new development aligns with community priorities related to housing affordability, job access, arts and culture, and public amenities. It was created through an extensive public

engagement process that involved thousands of community members, emphasizing inclusivity, equity, and sustainability.

The plan outlines strategies to increase housing opportunities, expand public services, support economic development, and preserve cultural heritage. It sets clear expectations for community benefits that developers must incorporate into their projects. Additionally, the plan integrates sustainability initiatives such as green infrastructure, multimodal transportation improvements, and energy-efficient development standards to ensure a long-term, resilient future for the Midtown Site.



KEY TAKEAWAYS

- ☑ It encourages job creation, business innovation, and workforce training programs to support local employment.
- ☑ Community arts, cultural landmarks, and civic spaces will be preserved and enhanced to maintain Santa Fe's unique identity.
- ☑ Walkability, improved public transit access, and safe bicycle infrastructure are prioritized to enhance connectivity.
- ☑ Green building standards, integrated stormwater management, and energy-efficient design are required for sustainability.
- ☑ Clear guidelines ensure developers prioritize public amenities, workforce development, and long-term affordability.

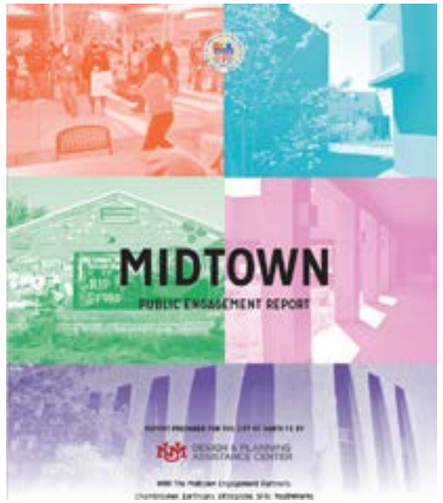


ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Aging Structures:** Many buildings on the former Santa Fe University of Art and Design (SFUAD) campus have deteriorated due to prolonged vacancies and lack of maintenance. While some structures are suitable for adaptive reuse, others require significant investment to meet modern building standards. Demolition is expected to begin on some of the structures in the near future.
- ☑ **Defective and Inadequate Street Layout:** The existing street network prioritizes automobile traffic and lacks safe pedestrian and bicycle connections, making it difficult for residents to navigate the area without a vehicle. The street design fails to provide adequate connectivity between neighborhoods and key destinations such as Cerrillos Road, St. Michael's Drive, Siringo Road, and nearby employment centers.
- ☑ **Obsolete or Inefficient Land Use Planning:** The Midtown Site is a large, underutilized property in the heart of Santa Fe. Originally developed for institutional use, its current land use does not align with modern mixed-use urban development practices. The lack of higher-density housing, neighborhood-serving retail, and active public spaces has contributed to the area's economic stagnation.
- ☑ **Significant Business Closures and Low Commercial Activity:** Many commercial and institutional properties in the Midtown area remain vacant or underused, limiting economic growth and reducing local employment opportunities. The lack of reinvestment has weakened the area's economic vitality, creating an environment where businesses struggle to thrive.
- ☑ **Lack of Adequate Housing Facilities**: The Midtown redevelopment plans emphasize the need for additional housing, particularly affordable and workforce housing. The area does not currently provide sufficient residential options to support local employees, students, and artists who could benefit from living near emerging economic hubs.
- ☑ **Deterioration of Public Spaces and Site Infrastructure:** Many public spaces and streetscapes within the Midtown area are outdated, poorly maintained, or lacking entirely. The absence of high-quality parks, plazas, and gathering places discourages pedestrian activity and limits opportunities for community engagement.

MIDTOWN PUBLIC ENGAGEMENT REPORT (2022)

The Midtown Public Engagement Report documents the extensive community outreach process undertaken to shape the future of the Midtown Santa Fe site. Following the closure of the Santa Fe University of Art and Design in 2018, the City of Santa Fe launched the Midtown Redevelopment Process to engage residents, stakeholders, and organizations in envisioning a new purpose for the site. This effort aimed to gather diverse perspectives and inform development strategies that align with community needs, aspirations, and priorities.



The Midtown Public Engagement process reached a broad and diverse cross-section of Santa Fe residents through a variety of outreach methods. A total of 2,089 surveys were collected, providing valuable insights into community priorities and ensuring representation from different demographic and economic backgrounds. In addition to surveys, over 3,300 people participated in public meetings, tenant clinics, and food distribution events, fostering meaningful dialogue about the future of Midtown.

Beyond in-person engagement, the outreach campaign recorded over 20,000 points of contact through media campaigns, newsletters, canvassing, and digital platforms, expanding access to those who might not have attended events. The process successfully reflected Santa Fe's demographic diversity, with 53.6% of respondents identifying as Hispanic/Latinx, 24.8% as non-Hispanic White, and 10.9% as Indigenous. Economic diversity was also a key factor, with 67% of participants earning $55,000 or less annually, and a mix of homeowners (47.3%) and renters (42.4%), ensuring that housing needs were a central focus of the discussions.

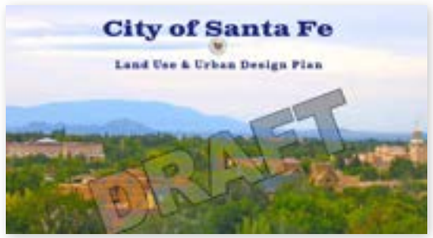
The purpose of this report was to synthesize public input into actionable development guidelines for the Midtown area and informed

the final master plan and recommendations. The engagement process prioritized themes such as housing, economic development, public spaces, sustainability, and transportation. By integrating these community-driven insights, the city sought to ensure that redevelopment efforts foster equity, cultural preservation, economic opportunity, and environmental responsibility.

ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Underutilized Structures:** The Midtown Public Engagement Report identifies multiple vacant or deteriorating buildings on the former Santa Fe University of Art & Design (SFUAD) campus. Residents voiced concerns about abandoned buildings contributing to safety issues, lack of activation, and visual blight.
- ☑ **Defective and Inadequate Street Layout:** The current street network prioritizes vehicles over pedestrians, creating safety concerns and discouraging walkability. The report highlights the need for multimodal transportation improvements, such as safer intersections, expanded bike lanes, and improved public transit access. Community members repeatedly raised concerns about difficult pedestrian crossings, missing sidewalks, and the absence of transit options that connect Midtown to other parts of the city.
- ☑ **Obsolete or Inefficient Land Use Planning:** The existing land use pattern in Midtown is outdated, originally designed for institutional and commercial purposes rather than the mixed-use, high-density development needed today. The report identifies large underutilized parcels and restrictive zoning as key barriers to redevelopment. Residents expressed frustration that the area feels disconnected from surrounding neighborhoods, lacks essential services like grocery stores, and does not support a vibrant, mixed-use environment.
- ☑ **Decline of Commercial and Business Activity**: The report highlights a significant decline in commercial activity, with many properties either vacant or underutilized, limiting job opportunities and economic growth. Community members noted the loss of local businesses and the difficulty of attracting new investment. The need for small business support and zoning flexibility was a recurring theme in public engagement efforts .
- ☑ **Lack of Adequate Housing Facilities:** Midtown's shortage of affordable and workforce housing is a major challenge identified in the report. Despite its proximity to major employers, the area lacks sufficient housing options, leading to displacement and long commutes for workers. The community strongly emphasized the need for diverse housing options, including affordable units and mixed-income developments .
- ☑ **Deterioration of Public Spaces and Site Infrastructure:** The report identifies a lack of investment in public spaces, with outdated or underutilized parks and civic spaces. Community members consistently voiced the need for more parks, gathering spaces, and cultural centers to create a more welcoming and vibrant Midtown.

CITY OF SANTA FE LAND USE & URBAN DESIGN PLAN (1999)



The City of Santa Fe Land Use & Urban Design Plan serves as a comprehensive framework for guiding urban development, ensuring that growth is sustainable, efficient, and aligned with the city's cultural and environmental priorities. The plan establishes policies to promote a compact urban form, support mixed-use development, and preserve Santa Fe's historic character while addressing economic development, housing affordability, and transportation improvements. It emphasizes the importance of infill development, higher residential densities, pedestrian connectivity, and alternative transportation options, all while maintaining the city's unique identity and sense of place.

Originally adopted in 1999, the plan was designed to provide long-term guidance for land use and urban growth management. Currently, the City of Santa Fe is in the process of updating the plan to better address modern challenges, including sustainability, climate adaptation, and economic diversification. This plan update involves community engagement, policy revisions, and new strategies to ensure that development continues to align with the city's long-term vision.

The 1999 plan does not address the Midtown District because, at the time it was drafted, the area was still an active school.

KEY TAKEAWAYS

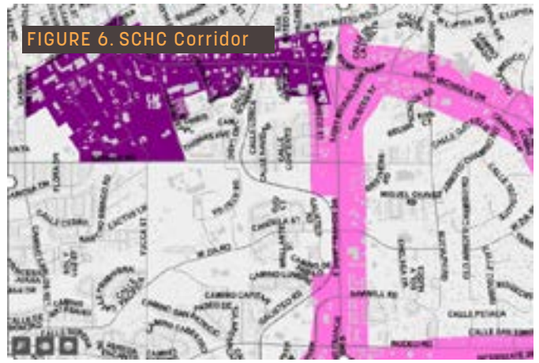
- ☑ The City of Santa Fe Land Use & Urban Design Plan was developed before targeted planning initiatives aimed at revitalizing this area. The current plan update will incorporate community goals and long-range planning efforts established since its 1999 adoption.

OVERLAY DISTRICT: SOUTH-CENTRAL HIGHWAY CORRIDOR PROTECTION DISTRICT (SCHC)

The South-Central Highway Corridor Protection District (SCHC) overly applies to a small portion of the MRA. The overlay encompasses land within 600 feet of the edge of the right-of-way on both sides of St. Michael's Drive, Old Pecos Trail, St. Francis Drive, Rodeo Road, and Interstate 25 and its frontage roads.

This designation aims to preserve the scenic quality and manage development along these corridors. The SCHC imposes specific regulations on land use, density, and design to maintain the visual appeal and character of these areas. For instance, there are increased minimum building setbacks.

FIGURE 6. SCHC Corridor



KEY TAKEAWAYS

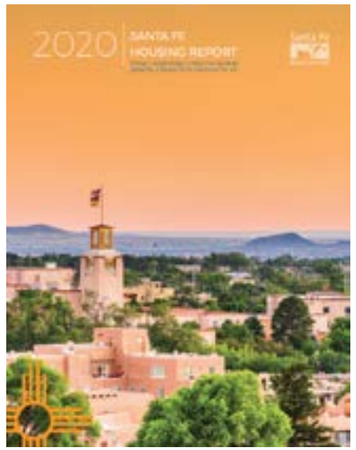
- ☑ Public input strongly emphasized the need for affordable and diverse housing options, ensuring long-term affordability and minimizing displacement risks.
- ☑ Economic development is a key focus, with a strong push for job creation, small business support, and workforce training programs to strengthen the local economy.
- ☑ Residents prioritized preserving historical and cultural assets, enhancing public parks, open spaces, and civic amenities to foster a sense of community.
- ☑ Sustainability remains a central theme, with recommendations for green building standards, integrated stormwater management, and climate-conscious urban design.
- ☑ Mobility and connectivity improvements will support walkability, bike access, public transit expansion, and safer pedestrian infrastructure, ensuring a well-connected and accessible Midtown district.

SANTA FE HOUSING REPORT (2020)

The 2020 Santa Fe Housing Report provides a comprehensive analysis of Santa Fe's housing market, affordability challenges, and policy recommendations. It emphasizes the need for increased housing supply, improved affordability measures, and stronger policies to address displacement risks. The report highlights that Santa Fe faces rising housing costs, stagnant wages, and a growing demand for affordable units, making housing one of the most pressing issues in the city.

A key focus is on the Midtown District, which presents an opportunity for mixed-use, high-density development that can alleviate housing pressures. The report discusses strategies such as inclusionary zoning, leveraging public land for affordable housing, and mixed-income housing models to ensure long-term affordability.

The Midtown site, given its central location and size, is identified as a prime area for addressing housing needs through strategic urban planning.



ADDRESSING MRA CRITERIA:

- ☑ **Lack of Adequate Housing Facilities:** The 2020 Housing Report identifies a severe shortage of affordable and workforce housing in Santa Fe, limiting accessibility for low- and moderate-income residents. The city fails to provide sufficient housing to meet demand, leading to displacement risks and long commutes for many workers. The report also notes that without intervention, new development in Santa Fe could further exacerbate affordability issues, pricing out existing residents
- ☑ **Efficient Land Use Planning:** Midtown is identified as a prime location for mixed-use and high-density development, yet existing zoning and infrastructure are not conducive to such growth. The report calls for zoning and policy changes to promote mixed-income housing, integrate public spaces, and create a more walkable, transit-friendly environment.

B. LAND USE AND ZONING

EXISTING LAND USES (COMMERCIAL, RESIDENTIAL, MIXED-USE).

Outside of the Midtown site, the majority of the MRA is occupied by commercial uses. The land use of the area is defined by retail, light office and light industrial. The retail in this area is a mixture of small pad sites and large shopping centers. The entire area is defined by large, underutilized parking lots and buildings that are set back significantly from the adjacent street. There is a lack of connectivity between and among the parcels in the MRA. This area lacks a cohesive identity or character and is autocentric.

ZONING ANALYSIS (POTENTIAL FOR REDEVELOPMENT UNDER CURRENT ZONING).

The current zoning, primarily commercial, limits the redevelopment potential of this area. The Cerrillos section of the LINC was planned prior to 2016 and could not prioritize mixed-use or best practices, giving it a strip mall appearance. Future zoning should allow a mix of uses to encourage the development of walkable, mixed-use, transit-oriented areas desired, as articulated by community stakeholders. Specifically, higher density housing should be encouraged to redevelop commercial areas into vibrant mixed-use and walkable activity centers.

SOUTH-CENTRAL HIGHWAY CORRIDOR PROTECTION

A small portion of the MRA overlaps with the South-Central Highway Corridor Protection District overlay. Provisions include building height limitations to maintain the visual character of the corridor. The SCHC also imposes design standards to ensure that new developments or alterations harmonize with the existing landscape and architectural character of the corridor. Where overlay districts overlap, the most strict requirements prevail.

LINC OVERLAY DISTRICT

The Midtown LINC Overlay District prioritizes higher-density housing, economic activity, multimodal transportation, and sustainability. The incentives and design standards aim to transform St. Michael's Drive into a dynamic and attractive corridor, encouraging private investment while ensuring community benefits.

The district allows for a variety of uses consistent with underlying zoning, with additional permitted uses of multiple-family housing. Certain uses are prohibited to maintain the district's character, including mobile homes, mobile home parks, sexually oriented businesses, outdoor storage of vehicles and equipment, and specific industrial activities like warehouse and freight movement.

To encourage development that aligns with the district's objectives, the Midtown LINC Overlay District defines "qualifying projects" those that contribute to a mixed-use, pedestrian-friendly environment. Qualifying Residential Projects include new developments consisting solely of multiple-family dwellings or mixed-use projects where residential units serve as the primary use, supported by eligible non-residential components. Qualifying Non-Residential Projects encompass new developments or modifications to existing structures intended for designated commercial and industrial uses, such as research laboratories, light assembly and manufacturing spaces (including "maker" spaces), neighborhood grocery stores, and laundromats, ensuring a balanced mix of residential and economic activity in the district.

Projects in this overlay district also have to adhere to specific architectural and landscaping standards to improve the overall appeal of the district.

VACANT OR UNDERUTILIZED PROPERTIES

While most of the properties in the area are occupied, many of them are underutilized. The large parking lots fronting many of properties are rarely if ever full. The land value of this centrally located district could support a greater diversity of uses. In a city with such a shortage of housing, the large parcels could support the development of a variety of housing units.

D. PHYSICAL CONDITIONS

City of Santa Fe MRA staff performed an assessment of the Study Area in February 2024 to document physical conditions. This report summarizes findings for the LINC and the Midtown Site separately, as conditions are very different. The assessment demonstrates that the properties included in the Study Area exhibit a combination of factors that contribute to the lack of redevelopment, as defined by New Mexico State Statute 3-60A.1-41, 1978.

MIDTOWN LINC:

The Midtown LINC Overlay District exhibits significant challenges related to land use, transportation, infrastructure, and economic activity, many of which align with the criteria for Metropolitan Redevelopment Area (MRA) designation. Originally developed with a suburban, car-oriented layout, the corridor has struggled to transition into a walkable, mixed-use urban district. Despite incentives introduced through the LINC Overlay in 2016, there has been no new residential development in the area, and underutilized properties, deteriorating infrastructure, and high crime rates persist.

ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Underutilized Structures:** Many buildings within the LINC were constructed 30 to 40 years ago as large-lot strip malls and big-box retail centers. Over time, some have been subdivided into standalone properties surrounded by expansive parking lots, while others remain vacant or underutilized.
- ☑ **Defective and Inadequate Street Layout:** St. Michael's Drive was originally designed as a two-lane bypass highway in the 1950s and later widened in the 1970s. Today, it is one of Santa Fe's busiest streets, carrying 25,000–30,000 vehicles per day across a seven-lane roadway (six through lanes plus a center turn lane). The street lacks bike lanes, mid-block pedestrian crossings, street trees, and adequate public transit infrastructure, making it unsafe and uninviting for pedestrians and cyclists. The City of Santa Fe has formally recognized these deficiencies and, in a March 28, 2022 memo to NMDOT, proposed reducing lanes and implementing multimodal safety improvements.
- ☑ **Faulty Lot Layout and Infrastructure Deficiencies:** The LINC area consists of large commercial properties with individual curb cuts onto St. Michael's Drive, few shared access points, and no internal connectivity between parcels. If a driver misses an entrance, they must exit onto a neighborhood street and loop back, or park at a separate business and navigate through poorly maintained landscaping and parking lots. Several properties are isolated by surrounding parcels, with no viable cross-access for pedestrians or vehicles. Parking lots dominate the landscape, yet they remain underutilized and many are in poor condition with potholes, poor drainage, and failing pavement.
- ☑ **Deterioration of Public Spaces and Site Improvements:** Many properties feature planter strips that are either poorly maintained, overgrown, or dead. Several sidewalks are impassable due to overgrown landscaping, while bus stops lack proper shelters. No street trees exist along the corridor, as the entire planter strip was paved over when the State transferred St. Michael's Drive to the City of Santa Fe in 2018.
- ☑ **Decline of Commercial and Business Activity:** Many commercial properties within the LINC are vacant or struggling, contributing to a high percentage of underutilized parcels. The LINC Overlay was originally established to incentivize redevelopment, particularly multi-family housing, but no new residential development has occurred since its adoption in 2016.
- ☑ **Lack of Adequate Housing Facilities:** The LINC area is zoned C-2 General Commercial, allowing multi-family housing with no density cap, yet no housing projects have been proposed due to outdated infrastructure, high costs of redevelopment, and poor pedestrian connectivity. Large vacant parcels within the Midtown Project Site and along Warner Avenue remain undeveloped, limiting opportunities for much-needed workforce housing.
- ☑ **High Crime Rates:** The Midtown LINC area represents just 1.7% of Santa Fe's total land area, yet between January and May 2022, it accounted for 7.4% of the city's total reported crimes. Crime incidents include property crime, vandalism, and safety concerns, which further discourage investment and walkability in the corridor.

FIGURE 7. Zoning

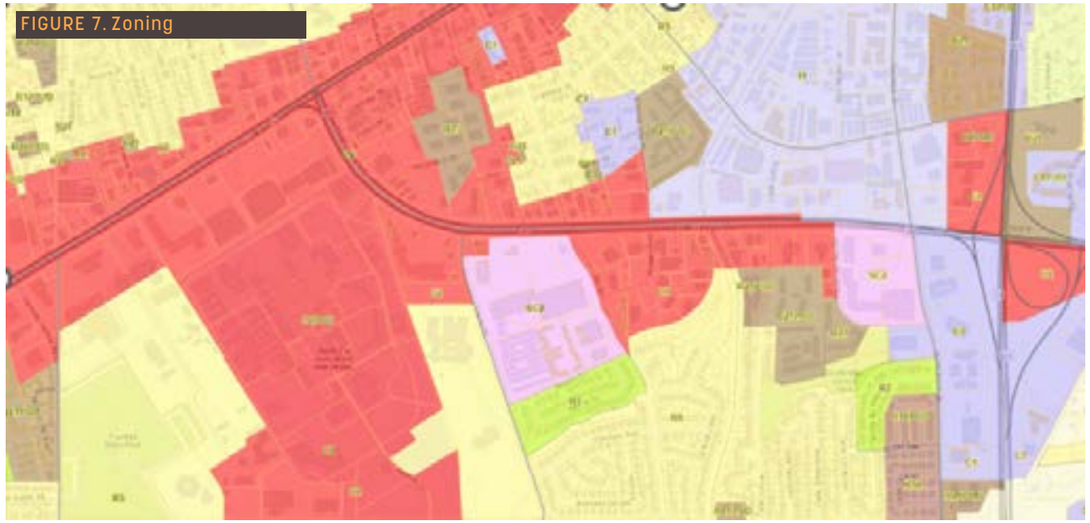


FIGURE 8. South-Central Highway Corridor Protection + LINC Overlay District

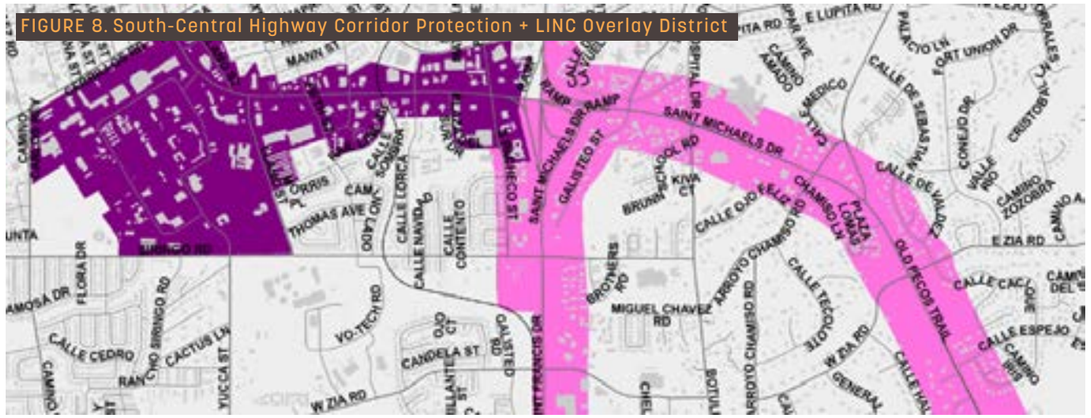
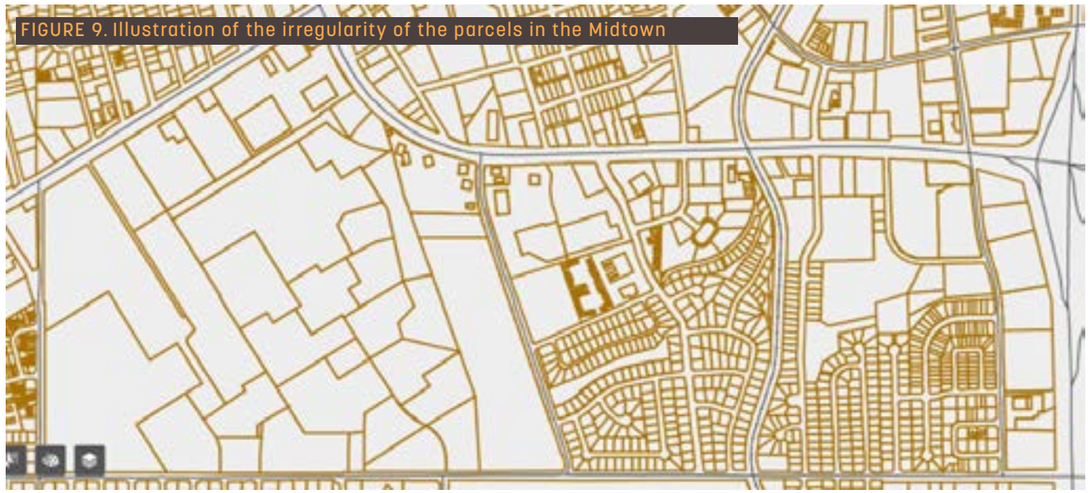


FIGURE 9. Illustration of the irregularity of the parcels in the Midtown



Vacant buildings and weeds (Midtown site)



Vacant land (Midtown site)



Street missing sidewalks





Bus stop without amenities

CERILLOS DRIVE

ST MICHAELS DRIVE

SIRINGO DRIVE



Vacant land and weeds (Midtown site)



Vacant land, weeds and litter



Underutilized land



Vacant land

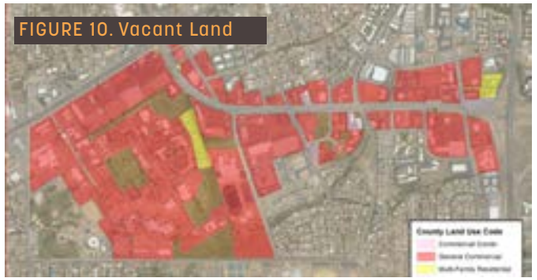


Underutilized and unsightly storefront



Vacant land, weeds and litter

FIGURE 10. Vacant Land



County Land Use Map: Brown parcels are vacant

FIGURE 11. Building Footprints



Building Footprints within MRA Study Area Boundary

FIGURE 12. Vacant SIte



Vacant site on Llano St.

FIGURE 13. Parking Lots



Surface parking lots in the MRA area

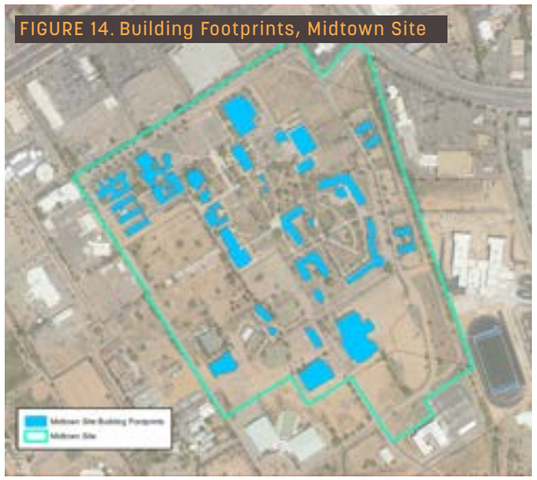
MIDTOWN SITE: THE KEY TO THE OVERALL ECONOMIC SUCCESS, RESILIENCY, AND SUSTAINABILITY OF THE MIDTOWN DISTRICT

The Midtown Santa Fe Site was originally developed as a sprawling educational campus, with large, irregular parcels that do not easily accommodate new development or redevelopment under modern mixed-use planning principles. The Midtown Master Plan, Community Development Plan, and Land Development Plan collectively identify multiple structural, infrastructure, and land use deficiencies, aligning with the Metropolitan Redevelopment Area (MRA) designation criteria under the New Mexico Metropolitan Redevelopment Code.

ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Underutilized Structures:** The 2022 facility assessment by Wilson & Company found that many buildings on the Midtown site are structurally deficient, outdated, or in disrepair due to age, disuse, and obsolete building systems. Asbestos remediation is needed across multiple structures, adding to redevelopment costs. Of the 38 existing buildings, 10 are slated for demolition, 13 for short-term reuse before demolition, and 15 for rehabilitation. The former dormitories are not viable for conversion to modern residential use due to narrow hallways, shared bathrooms, and outdated building standards.
- ☑ **Faulty Lot Layout and Inefficient Land Use:** The site's original subdivision layout, designed for an educational campus, does not align with mixed-use redevelopment needs. Some parcels are so large and irregular that they hinder infill development. One 22+ acre parcel contains at least 17 buildings and spans the entire site. Currently, only 7.74% of the land is built upon, with 20 acres of completely vacant parcels. Until 2022, the site lacked master planning and remained zoned R-5 Residential, which was unsuitable for redevelopment. The recent Planned Unit Development (PUD) zoning and master planning efforts are expected to improve development feasibility.
- ☑ **Defective and Inadequate Street Layout:** The Midtown Site is isolated from surrounding areas, with only two access points—one at St. Michael's Drive and one at Siringo Road. The St. Michael's Drive entrance lacks a traffic signal, making left turns difficult and unsafe during peak hours. While the Siringo Road entrance is signalized, overall connectivity to the surrounding street network is inadequate. The Midtown Master Plan proposes a new internal street network, but implementation will require significant investment and collaboration with adjacent property owners to create pedestrian, bike, and road connections.
- ☑ **Deterioration of Public Spaces and Environmental Hazards:** The remains of the former barracks on Tract O—burned down in a 2017 fire—were razed, covered with topsoil, and fenced off, but the site still contains asbestos-based materials and underground cementitious pipes. A basic 12-inch surface remediation alone is expected to cost at least $2.3 million.
- ☑ **Lack of Adequate Housing Facilities:** As a former college campus, the only housing that ever existed on the site was dormitory housing, which is unsuitable for modern residential use due to outdated building codes and lack of essential amenities like kitchens. However, with the adoption of the Midtown Master Plan in 2022-2023, the site is now planned for at least 1,100 new housing units, with a minimum of 30% designated as affordable housing for households earning 80% or less of the Area Median Income (AMI).

FIGURE 14. Building Footprints, Midtown Site

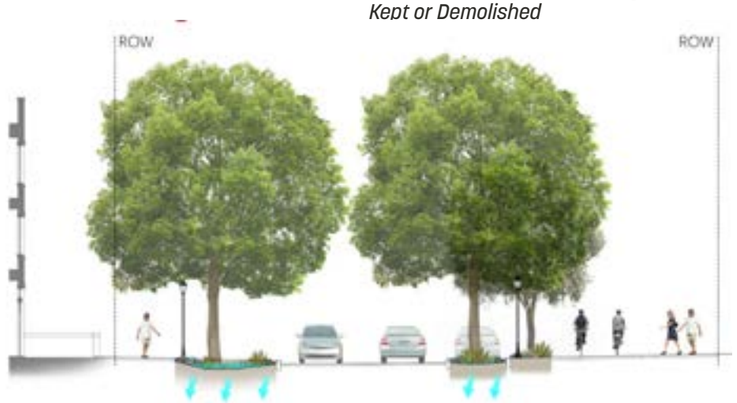


Building Footprints within Midtown Site

FIGURE 15. Midtown: Building Preservation Plan



Midtown Buildings: Color Designates Which Building Will be Kept or Demolished



Complete Street Example - Midtown Master Plan (2022)

E. ECONOMIC CONDITIONS

RETAIL AND COMMERCIAL MARKET TRENDS

The Midtown Redevelopment Area has historically experienced higher vacancy rates, fluctuating rents, and lower occupancy compared to Santa Fe's overall office and retail markets. However, recent trends indicate a stabilization in demand, with significant improvements in occupancy rates and reductions in vacancies. While the broader Santa Fe market has demonstrated steady growth, the MRA area remains a more volatile submarket, characterized by lower rental rates and a price-sensitive tenant base. This section examines key trends in office and retail markets within the MRA area in comparison to Santa Fe's overall market performance.

OFFICE MARKET COMPARISON: MRA AREA VS. SANTA FE (2017-2024)

Vacancy Rate Trends: The MRA area saw extreme volatility in office vacancies, peaking at 20% in 2014, compared to 8.2% in the City. By 2024, the MRA's vacancy rate dropped to 0%, indicating a strong recovery.

Occupancy Rate Trends: The MRA's occupancy rate was as low as 80% in 2014-2015, lagging behind the overall market, which consistently remained above 95%. However, the MRA rebounded to 100% occupancy in 2024, suggesting stabilization.

Net Absorption Trends: The MRA had major negative absorption (-52,257 SF in 2018) but recovered with positive absorption in 2019 and 2024. Santa Fe's overall market also experienced fluctuations, notably -81,826 SF in 2020, during the economic downturn.

Office Rent Trends: The overall market saw steady rent growth, reaching $23.68/SF in 2024 from $17.07/SF in 2016. The MRA's office rents have been highly inconsistent, with rates ranging from $24.07/SF in 2022 to as low as $7.13/SF in 2024, suggesting weaker demand and a less stable office environment.

RETAIL MARKET COMPARISON: MRA AREA VS. SANTA FE (2017-2024)

Vacancy Rate Trends: Santa Fe's retail vacancy rate declined steadily from 6.3% in 2013 to 2.3% in 2024, reflecting strong demand. The MRA area had a much higher peak vacancy of 14.8% in 2013 but has since fallen to 1.6% in 2024.

Occupancy Rates: Both markets maintain high occupancy, with Santa Fe at 97.7% and the MRA slightly higher at 98.4% in 2024.

Net Absorption Trends: Santa Fe saw significant fluctuations, particularly in 2024 (-129,935 SF). The MRA also experienced volatility, with negative absorption in 2023 (-13,551 SF) but a rebound in 2024 (+4,266 SF).

Retail Rent Trends: Santa Fe's retail rents have increased to $19.15/SF in 2024, while the MRA area has struggled with lower, more volatile rents, ranging from $13.09/SF in 2013 to $8.23/SF in 2020, before rising to $15.90/SF in 2024.

KEY TAKEAWAYS

- ☑ Office rents in the MRA remain far below Santa Fe's overall market, suggesting weaker demand and less desirable space.
- ☑ Retail rents in the MRA are similarly lower than Santa Fe's average, despite increasing occupancy, indicating potential economic challenges or slower retail growth.
- ☑ The MRA area has been more volatile, with significant swings in vacancy, absorption, and rents, compared to Santa Fe's overall steady market trends.
- ☑ Despite lower rents, vacancy rates in the MRA are now at historic lows, meaning spaces are being utilized, even if at lower price points.
- ☑ While the MRA has shown recent stabilization, it remains a transitioning area, requiring further investment and strategic initiatives to ensure long-term stability and competitiveness.
- ☑ The data suggests that while demand for office and retail space in the MRA area is improving, continued investment, economic incentives, and tenant attraction strategies will be crucial for ensuring the district's long-term success.
- ☑ The MRA area has historically had higher vacancy rates and lower occupancy than the overall market but has made significant improvements in recent years.

CONCLUSION

The Midtown Metropolitan Redevelopment Area (MRA) in Santa Fe has been designated to address a range of challenges that have hindered its economic growth, livability, and development potential. The findings in the MRA Designation Report highlight several conditions that meet the criteria for an MRA designation under the New Mexico Metropolitan Redevelopment Code. By implementing a comprehensive revitalization strategy, the City of Santa Fe aims to transform Midtown into a dynamic, mixed-use district that fosters economic development, enhances mobility, and supports diverse housing opportunities.

RESPONDING TO THE MRA CRITERIA

A substantial number of deteriorated or deteriorating structures negatively impact the area's livability and economic potential.

- ☑ *Many structures in the Midtown area are underutilized, outdated, or deteriorating, making them unattractive for reinvestment.*
- ☑ *Large commercial properties, particularly along St. Michael's Drive, feature extensive parking lots and aging buildings that lack pedestrian connectivity and modern amenities.*

A defective or inadequate street layout that limits accessibility, walkability, and connectivity.

- ☑ *The Midtown area, particularly St. Michael's Drive, was originally designed for high-speed vehicular traffic rather than for pedestrians, cyclists, or transit users.*
- ☑ *The wide road, large setbacks, and disconnected parcels create barriers to walkability and safe transportation alternatives.*

Faulty lot layout that reduces the usefulness, accessibility, or redevelopment potential of properties.

- ☑ *The corridor is dominated by suburban-style strip malls and big-box retail centers with excessive surface parking, resulting in underutilized land that does not support a vibrant, mixed-use environment*
- ☑ *The lack of a cohesive development pattern has limited opportunities for housing and commercial revitalization.*

Deterioration of sites or other improvements, making the area less viable for new development.

- ☑ *Public spaces in the Midtown area are outdated and underutilized, failing to provide inviting, functional spaces for community engagement.*
- ☑ *Green infrastructure, parks, and pedestrian-friendly streetscapes are lacking, contributing to an unwelcoming environment.*

A lack of adequate housing facilities or conditions that prevent the provision of needed housing accommodations.

- ☑ *Despite its central location, the Midtown district lacks diverse and affordable housing options.*
- ☑ *The demand for mixed-income housing remains unmet, pushing workers and lower-income residents to live farther from their jobs and increasing commuting burdens.*

Obsolete or impractical planning and platting, leading to underutilized land and inefficient land use.

A significant number of vacant buildings, reducing economic activity and job opportunities.

- ☑ *The Midtown property specfically has suffered from high vacancy rates, with redevelopment struggling to remain viable due to outdated infrastructure, low foot traffic, and limited accessibility.*
- ☑ *Economic stagnation and disinvestment have further contributed to job losses and underutilization of properties.*

Low levels of commercial or industrial activity, contributing to economic stagnation and disinvestment.

- ☑ *The Midtown area has seen declining levels of investment over the past decade, limiting economic opportunities for local businesses and workers.*
- ☑ *The lack of incentives and infrastructure improvements has made it difficult to attract new businesses and industries.*

Through the MRA designation the City of Santa Fe can unlock key funding sources, attract private investment, and improve public infrastructure—creating new jobs, enhancing walkability, and expanding housing options.

This MRA designation aligns with the Midtown Master Plan and community input to ensure thoughtful, sustainable redevelopment. With strategic public-private partnerships and financial tools like tax incentives and infrastructure investments, the MRA will move Midtown into motion, fostering an inclusive, thriving district for all Santa Fe residents.

BENEFITS OF AN MRA DESIGNATION AND MRA PLAN

The MRA Designation allows for the contribution of Public Resources to Private Redevelopment projects, thereby helping catalyze reinvestment in the area.

The MRA Plan will outline specific redevelopment projects and activities and focus on unlocking critical opportunities, such as:

INCENTIVES FOR PROPERTY OWNERS - MRAs allow municipalities to offer incentives to property owners to encourage private investment. These incentives can include direct contributions of public funds, infrastructure improvements, below-market leases, land swaps, zoning changes, and favorable development bonds.

PUBLIC-PRIVATE PARTNERSHIP OPPORTUNITIES - MRAs allow property owners to engage with local governments in projects that involve the contribution of public funds to the redevelopment of private property. This also includes entering into development agreements to redevelop underutilized public properties.

DISTRICT-WIDE PUBLIC IMPROVEMENTS - MRAs allow for the effective planning and construction of public infrastructure and right-of-way improvements including streetscaping, transit-oriented development, stormwater management, and utility upgrades. It allows the municipality to contribute public resources to infrastructure upgrades that benefit private landowners, including waiving fees.

INCREASED COMMERCIAL ACTIVITY AND JOB GROWTH - Through the designation and planning for MRAs, many communities attract and grow commercial activity in an area, leading to long-term redevelopment and a stronger local business market.

TAX INCENTIVES & FINANCING TOOLS - A municipality may offer tax abatements and/or establish a Tax Increment Financing District (TIF) or Tax Increment Development District (TIDD). The municipality may also issue MRA Bonds for private projects. These tools do not change or increase taxes. Other available financing tools include:

- *Property Tax deferrals or credits*
- *Issuance of Revenue Bonds*
- *State/Federal Brownfield funding opportunities*

- *NMMFA Low-Income Housing Tax Credits bonus points*
- *CDBG Funding eligibility (without meeting LMI criteria).*

FACILITATE PUBLIC PRIVATE PARTNERSHIPS - MRAs are exempt from the Anti-Donation Clause because the activities authorized by the Metropolitan Redevelopment Code are considered to be in the public interest. MRAs allow local governments to sell public assets, enter into public-private partnerships, and issue bonds, loans, and grants. Other perks include:

- *Allows the sale of public property at "fair value" (below appraisal) when there are tangible public benefits through Development Agreements*
- *No prohibition on "Retail Uses" as exists in LEDA (>10,000 pop)*
- *"3-60A-48. Liberal Interpretation: The Metropolitan Redevelopment Code shall be liberally construed to carry out its purposes." Gives municipality discretion on how to best leverage MRA district opportunities.*

NEXT STEPS

After the MRA site is designated, a MRA plan will be created. Following the MRA Designation Report, an MRA Plan will be created, which will identify specific redevelopment projects that, when implemented, will eliminate the blighted conditions and stimulate economic activity. These projects can include land/building acquisition, multi-modal transportation infrastructure, stormwater management infrastructure, community facilities, housing, and public places.

The MRA planning effort will include a market and economic analysis to understand the opportunities associated with funding mechanisms and programs, such as tax increment financing, and link the MRA Plan's goals and strategies to those opportunities.

The governing municipality, in this case, the City of Santa Fe, has full discretion on which of these incentives the City uses and prioritizes to implement the MRA Plan. These decisions will be made during the planning process with public engagement and in collaboration with City departments and elected officials.



A

Attachment B

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FIR No. 10662.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** x

Short Title(s): Midtown Metropolitan Redevelopment Area Designation

Sponsor(s): Mayor Alan Webber and Councilor Jamie Cassutt

Reviewing Department(s): Community Development Department **(**Midtown Development Agency Office of Economic Development), City Attorney's Office

Staff Completing FIR: Daniel Hernandez, Director of Midtown Development Agency; Carly Vendetti, Asset Development Manager, Midtown Development Agency **Date:** 3/3/2025

Phone: (505) 795-0675; (505) 531-7296

Reviewed by City Attorney: [signature] **Date:** Mar 21, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 21, 2025

Summary:
The proposed resolution makes a finding of necessity and designates the Midtown Local Innovation Corridor Overlay District (the Midtown "LINC"), other than a small residential area, as a Metropolitan Redevelopment Area, as consistent with SFCC 1987, Section 7-2.8 and NMSA 1978, Section 3-60A-8. The boundaries of this overlay district are described in SFCC 1987, Section 14-5.5(5)(D)(2), "Midtown Local Innovation Corridor (Midtown LINC) Overlay District", as modified in Attachment B.

Departments Affected:
Community Development (Office of Economic Development and Metropolitan Redevelopment Agency)

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the specified area in the Midtown LINC, will not be declared a metropolitan redevelopment area.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Ordinance No. 2016-39 created a new subsection of Chapter 14, the "Midtown Local Innovation Corridor Overlay District" (14-5.5(D)), which established permitted uses, definitions, standards and incentives for qualifying projects within the relevant district. This ordinance also defined the boundaries of the Midtown LINC.

Performance and Administrative Implications:
If the proposed resolution is adopted, then the Metropolitan Redevelopment Commission could exercise its powers and duties established in SFCC 1987, Section 7-2.6.

Fiscal Implications:
None at this time. While designating a metropolitan redevelopment area is a step towards being able to exercise certain redevelopment financial tools, future steps are required to implement the tools. Future required steps include the Governing Body's adoption of a metropolitan redevelopment plan, before a fiscal impact is possible.

Fiscal Impact

_____x_____ 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:

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: mscott@santafenm.gov

Signature:

Email: dahernandez@santafenm.gov

Signature:

Email: jcnelson@santafenm.gov

Signature:

Email: cavenditti@santafenm.gov

CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY

Metropolitan Redevelopment Area Designation for the Midtown District

MARCH / APRIL 2025

SBFRIEDMAN pland

CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY

Presentation Agenda

- Metropolitan Redevelopment Agency Staff
  - Planning Team
- Metropolitan Redevelopment Act
- Metropolitan Redevelopment Area
- MRA Benefits



Who is the Planning Team?

CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY



Daniel Hernandez, Director

Background in real estate development, redevelopment and planning



Carly Venditti, Asset Development Manager

Background in urban planning and development, and project management



Jack Kelley, Redevelopment Manager

Background in real estate development and finance

pland COLLABORATIVE

Albuquerque, New Mexico (1973)

- Working with cities and communities to spur and sustain economic development in urban areas
- Creating the MRA Designation Report and MRA Plan

SBFRIEDMAN

Chicago, Illinois (1990)

- Expertise in urban economics & redevelopment strategies
- Experience in several cities in New Mexico
- Develop Tax Increment Financing (TIF) and Business Improvement Districts

What is the Metropolitan Redevelopment Act?

The Metropolitan Redevelopment Act (MRA) is a NM State statute that allows municipalities to create redevelopment areas to access tools designed to facilitate economic development.

To qualify an area under the Act, the proposed redevelopment area must have one or more of the following characteristics:

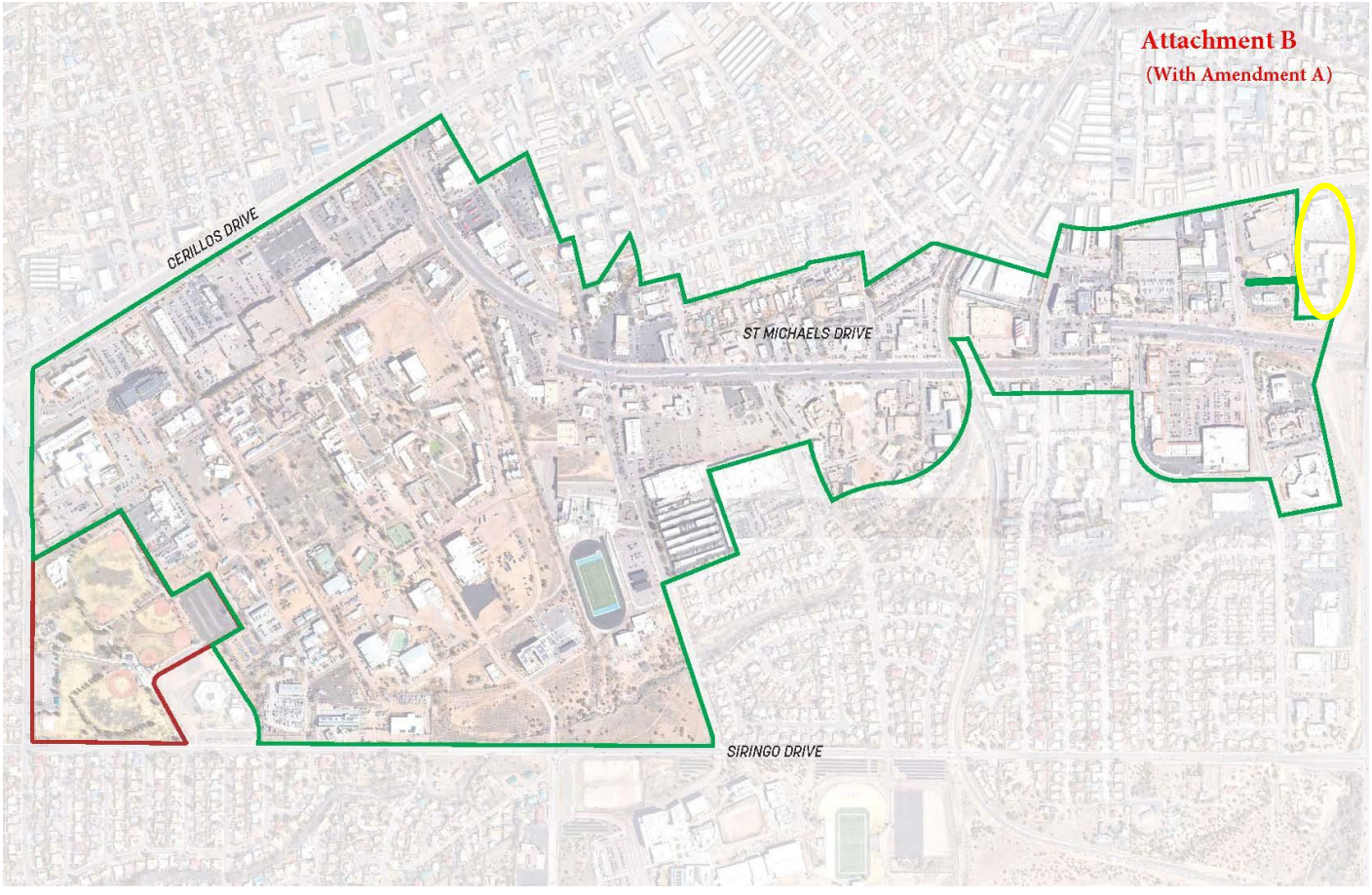
- Deteriorated or Deteriorating Structures
- Defective or Inadequate Street Layout
- Out of date or impractical planning and platting
- Deterioration of Site or Other Improvements
- Defective or Unusual Conditions of Title

How do NM cities establish a Metropolitan Redevelopment Area?

1. **Appoint a Metropolitan Redevelopment Commission**
    a. Mayor appoints and Governing Body approves
    b. Commission makes recommendation for designation and plan approvals
2. **Designate a Metropolitan Redevelopment Area**
    a. Report identifying characteristics of an area in need of redevelopment
    b. Governing Body approval at a public meeting of the Designation Area & Report
3. **Adopt a Metropolitan Redevelopment Plan** -
    a. Identify and deploy methods to eliminate or prevent challenges to economic development
    b. Align redevelopment goals and plans with community needs and objectives, and with the city's General Plan



Midtown District Metropolitan Redevelopment Area Map

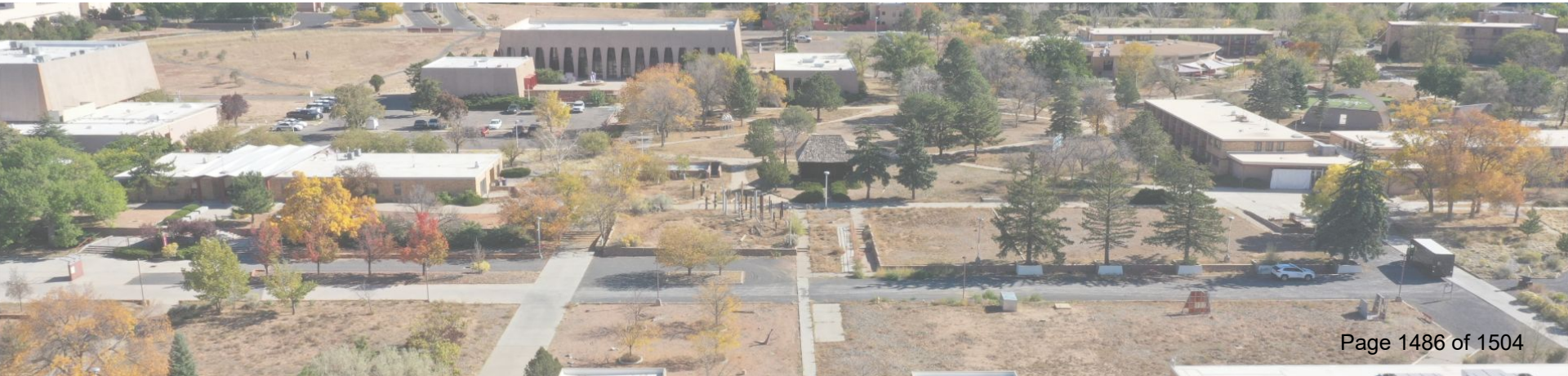


The proposed area matches the commercial areas of the existing LINC Overlay Zone

The Midtown Community Development Plan (2023) highlighted the Midtown District Metropolitan Redevelopment Area Designation as a strategy for economic development and resiliency

ReMike Plan (2012) - Midtown Local Innovation Corridor (2016) - Midtown Master Plan (2022)

The city-owned Midtown Site exemplifies the criteria needed to designate a Metropolitan Redevelopment Area. It is a transformative project that will **enhance & foster** a more resilient, mixed-use Midtown District for years to come.



What are benefits of a Metropolitan Redevelopment Area Designation and Plan?

Increases access to funding sources to stimulate economic development and redevelopment activities

Establishes a governance structure to guide redevelopment for the MRA

Prioritizes resources to address actions identified in the MRA Plan

Drives financial investment decisions to facilitate redevelopment, such as evaluating tax increment financing and the use of limited public resources, to build stronger economic mixed-use corridors

Engages the public in the planning process

Recognizes flexibility in city-owned property valuation in the MRA area

Maintains Governing Body approvals for city-owned property disposition

Timeline for establishing the Midtown MRA

March 26, 2025

Governing Body (introduce area designation resolution)

April 2025

Committees and Commission Presentations

- Metropolitan Redevelopment Commission
- Economic Development Advisory Committee
- Quality of Life Committee
- Finance Committee
- Public Works & Utilities Committee

April 30, 2025

Governing Body (vote)

September/October 2025

Projected Completion and Approval of MRA Plan



CITY OF SANTA FE

METROPOLITAN REDEVELOPMENT AGENCY

For Updates and Information:

Carly Venditti, Asset Development Manager
cavenditti@santafenm.gov

City MRA Website:
www.https://santafenm.gov/community-development/midtown-district-santa-fe/the-midtown-district-santa-fe

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2025-__
Midtown Metropolitan Redevelopment Area

Mayor and Members of the City Council:

In relation to Resolution No. 2025-__:

A RESOLUTION
MAKING A FINDING OF NECESSITY AND DESIGNATING AN AREA COMPRISED OF A MAJORITY OF THE MIDTOWN LOCAL INNOVATION CORRIDOR OVERLAY DISTRICT AS A METROPOLITAN REDEVELOPMENT AREA.

I intend to propose the following amendment(s)

1. On page 1, line 13, after "district", ***insert*** **"AND GENERAL FRANKLIN E. MILES PARK"**.

2. On page 2, line 23, after "LINC", ***insert*** ";and".

3. On page 2, line 24, ***insert*** the following language new paragraphs:

   WHEREAS, General Franklin E. Miles Park , recorded in instrument number 622,332, Book 173, Page 27, filed on May 14, 1987, of the Santa Fe County Clerk ("Franklin Miles Park"), is adjacent to the LINC; and

   WHEREAS, Franklin Miles Park has irrigation infrastructure that is over thirty years old and past its life expectancy; ballfield light poles that have either already been removed due to deteriorating infrastructure or will need to be removed in the future due to deteriorating infrastructure; chronic presence of drug paraphernalia (such as syringes) left by drug users; and rodent damage to concession stands, restrooms, wiring, and irrigation; and

   WHEREAS, Franklin Miles Park's conditions are consistent with the definition of "blight" established in SFCC 1987, Section 7-2.3; and

   WHEREAS, the *Midtown Metropolitan Development Plan: Designation Report* notes on page 15 that the "absence of high-quality parks, plazas, and gathering places discourages pedestrian activity and limits opportunities for community engagement" and rehabilitating the park would help address this concern.

4. On page 3, line 3, ***insert*** the following new paragraph:

   BE IT FURTHER RESOLVED that a blighted area exists in Franklin Miles Park, depicted on in the southwest corner of Attachment B, and which is adjacent to the LINC, and the rehabilitation, conservation and redevelopment of the park is necessary and is in the interest of the public health, safety, and welfare of the residents of the City of Santa Fe.

5. On page 3, line 4, after "Multi-Unit Residential Property," ***insert*** "and Franklin Miles Park" and ***replace*** "is" with "are".

6. ***Replace*** Attachment B, which is the last page of the resolution, ***with*** the attached map, revised to include the Governor Franklin E. Miles Park.

This amendment WILL change the caption. __X___

This amendment WILL NOT change the caption. ____

Respectfully submitted,

Michael Garcia

Councilor Michael Garcia

Approved as to Form:

Erin McSherry

Erin McSherry (Apr 30, 2025 16:49 MDT)

Erin K. McSherry, City Attorney

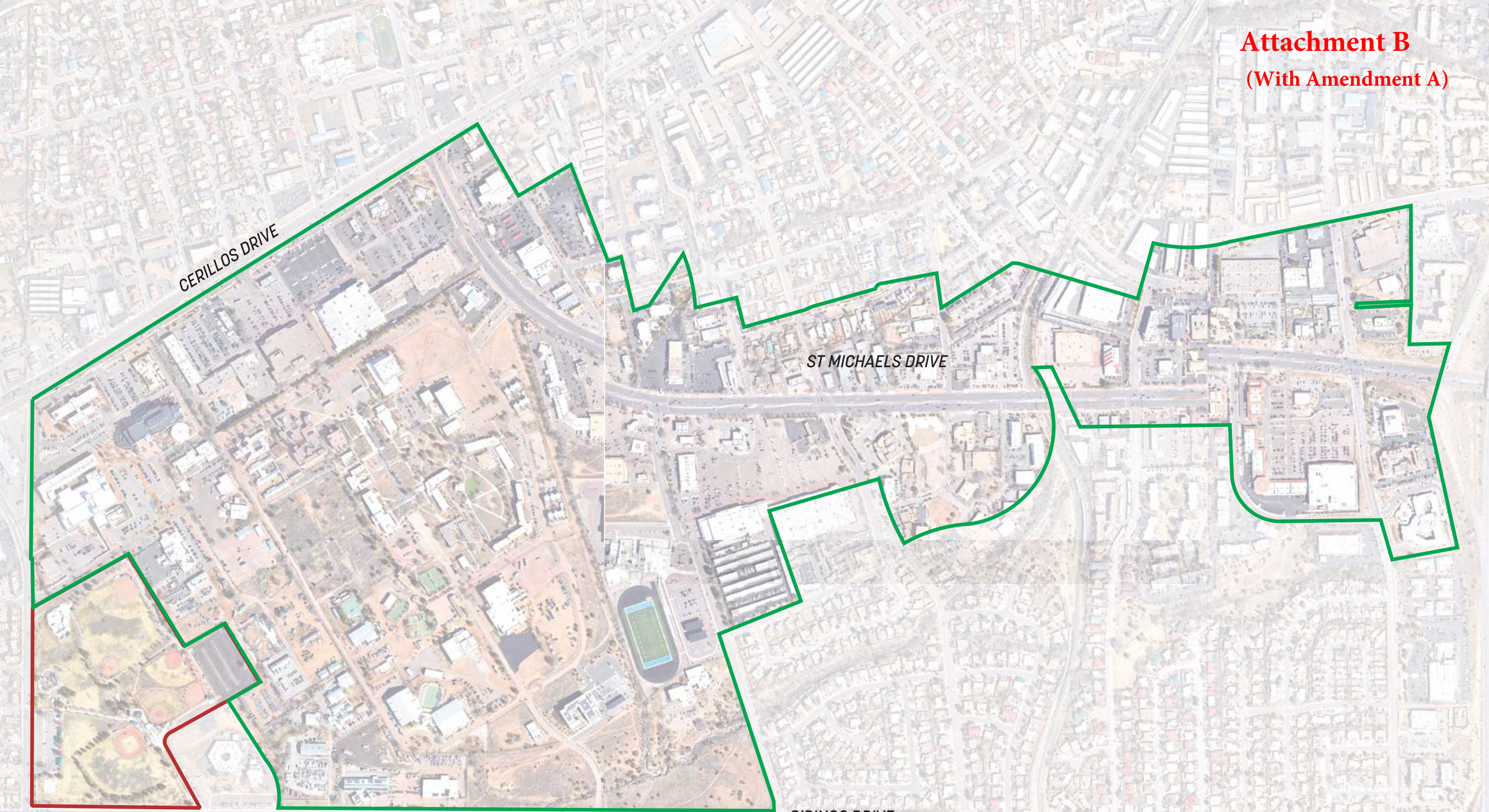
ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
ANDRÉA SALAZAR, City Clerk

10662.1(A)

Attachment B

(With Amendment A)



Amendment A - Midtown Metropolitan Redevelopment Area Designation

Final Audit Report 2025-04-30

Created:	2025-04-30
By:	Marci Eannarino (maeannarino@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATc_e5_UahBXEVKKIn70VX406BzF40ntT

"Amendment A - Midtown Metropolitan Redevelopment Area De signation" History

Document created by Marci Eannarino (maeannarino@santafenm.gov)
2025-04-30 - 10:37:26 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2025-04-30 - 10:38:01 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2025-04-30 - 10:46:47 PM GMT- IP address: 104.47.64.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2025-04-30 - 10:49:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to mjgarcia@santafenm.gov for signature
2025-04-30 - 10:49:27 PM GMT

Email viewed by mjgarcia@santafenm.gov
2025-04-30 - 11:05:32 PM GMT- IP address: 174.240.20.129

Signer mjgarcia@santafenm.gov entered name at signing as Michael Garcia
2025-04-30 - 11:06:16 PM GMT- IP address: 174.240.20.129

Document e-signed by Michael Garcia (mjgarcia@santafenm.gov)
Signature Date: 2025-04-30 - 11:06:18 PM GMT - Time Source: server- IP address: 174.240.20.129

Agreement completed.
2025-04-30 - 11:06:18 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

Councilor Amanda Chavez

RED – AMENDMENT A – Councilor Michael Garcia

A RESOLUTION

MAKING A FINDING OF NECESSITY AND DESIGNATING AN AREA COMPRISED OF A MAJORITY OF THE MIDTOWN LOCAL INNOVATION CORRIDOR OVERLAY DISTRICT AND GENERAL FRANKLIN E. MILES PARK AS A METROPOLITAN REDEVELOPMENT AREA.

WHEREAS, the New Mexico Legislature adopted a Metropolitan Redevelopment Code to, among other things, provide strategies for municipalities to finance redevelopment projects; and

WHEREAS, SFCC 1987, Section 7-2.3 provides that the City of Santa Fe ("City") can declare and designate a metropolitan development area as "appropriate for a metropolitan development project"; and

WHEREAS, SFCC 1987, Section 7-2.8**,** provides that, in order to designate an area as a metropolitan redevelopment area, the City must first adopt a resolution establishing the following two criteria: 1) the area is either a slum or blighted; and 2) rehabilitation, conservation, slum clearance, redevelopment or development, or a combination thereof in the area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city; and

WHEREAS, the Midtown Local Innovation Corridor Overlay District (the "LINC")

consists of diverse tracts of land which, according to a study commissioned by the City, the *Midtown Metropolitan Development Plan: Designation Report,* Attachment A, is characterized by deteriorated or deteriorating structures, defective or inadequate street layout, faulty lot layout, deterioration of sites or other implements, a lack of adequate housing facilities, obsolete or impractical platting, and a significant number of vacant or struggling commercial businesses, all of which are inconsistent with the described goals in SFCC 1987, Section 14-1.3 of the land-use code, to "create conditions favorable to the health, safety, convenience, prosperity and general welfare of the residents of Santa Fe by coordinating streets within proposed subdivisions with existing or planned streets or other features of the general plan; providing parks and trails; providing sewer, water and other infrastructure; providing adequate open space for traffic, recreation, drainage, light and air; and providing for the appropriate distribution of population and traffic"; and

WHEREAS, the LINC lies within two designated census tracts, 11.03 and 10.02, which as defined in 26 USCA § 1400Z–1, are "qualified opportunity zones": distressed areas, identified by the federal government as needing targeted investment in economic development; and

WHEREAS, the purpose of identifying opportunity zones was to spur economic development and job creation in distressed communities by providing tax benefits to investors; and

WHEREAS, the economically challenging conditions in these census tracts have impaired the sound growth, development, and economic well-being of the City, creating an economic and social burden detrimental to the public health, safety, and welfare of the City; and

WHEREAS, the LINC includes a multi-unit residential property, more specifically described as the area covered by Lot 3B1**,** as recorded in instrument number 1171143, Book 482, Page 35, of the Santa Fe County Clerk ("Multi-Unit Residential Property"); and

WHEREAS, as the only residential property in the LINC, the Multi-Unit Residential Property's interests and needs are distinct from the rest of the LINC; and

WHEREAS, General Franklin E. Miles Park, recorded in instrument number 622,332,

Book 173, Page 27, filed on May 14, 1987, of the Santa Fe County Clerk ("Franklin Miles Park"), is adjacent to the LINC ; and

WHEREAS, Franklin Miles Park has irrigation infrastructure that is over thirty years old and past its life expectancy; ballfield light poles that have either already been removed due to deteriorating infrastructure or will need to be removed in the future due to deteriorating infrastructure; chronic presence of drug paraphernalia (such as syringes) left by drug users; and rodent damage to concession stands, restrooms, wiring, and irrigation; and

WHEREAS, Franklin Miles Park's conditions are consistent with the definition of "blight" established in SFCC 1987, Section 7-2.3; and

WHEREAS, the *Midtown Metropolitan Development Plan: Designation Report* notes on page 15 that the "absence of high-quality parks, plazas, and gathering places discourages pedestrian activity and limits opportunities for community engagement" and rehabilitating the park would help address this concern.

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF SANTA FE finds that a blighted area exists in the LINC, depicted in Attachment B, and the rehabilitation, conservation, and redevelopment of the area is necessary and is in the interest of the public health, safety, and welfare of the residents of the City of Santa Fe.

BE IT FURTHER RESOLVED that a blighted area exists in Franklin Miles Park, depicted on in the southwest corner of Attachment B, and which is adjacent to the LINC, and the rehabilitation, conservation and redevelopment of the park is necessary and is in the interest of the public health, safety, and welfare of the residents of the City of Santa Fe.

BE IT FURTHER RESOLVED that the area within the LINC, defined by SFCC 1987, Section 14-5.5D (2), other than the Multi-Unit Residential Property and Franklin Miles Park, ~~is~~ are designated a Metropolitan Redevelopment Area, pursuant to SFCC 1987, Section 7-2.8, and NMSA 1978, Section 3-60A-8.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

SANTA FE NEW MEXICAN

150 Washington Ave., Ste 105
Mail Payments To:
PO Box 2048
Santa Fe, NM 87504
Phone: 505-983-3303
FAX: 505-984-1785

Ad Proof/ Order Confirmation/ Receipt Invoice

CITY OF SANTA FE-MAIN
PO Box 909
Santa Fe NM, 87504-0909

505-955-6131

Tagline:	LEGAL #93713		
Account Number:	S2460		
Ad ID:	93438		
		Sales Rep:	Alejandra Molina
Ordered By:	Geralyn F. Cardenas	**Order Taken By:**	Alejandra Molina
Ad Cost:	$149.20		
Tax Amount:	$12.21	**Payment**	$0.00
Total Amount:	$161.41	**Tagline:**	LEGAL #93713
Amount Due:	$161.41		
PO Number:	City Clerk		
Payment:	$0.00		
Major Class:	LEGALS	**Product:**	
Classification:	Legals	**Placement:**	
		Ad Size:	1.22" x 8.330"
Ad Type	Legal (wrapper)	**Modular Size:**	
# of Words	207	**Color:**	

Run Dates:

04/01/25, 04/08/25

LEGAL #93713

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 p.m. on Wednesday, April 30, 2025, in the City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico 87501.

The purpose of the public hearing will be to consider the following:

RESOLUTION NO. 2025-TBD. A Resolution Making a Finding of Necessity and Designating an Area Comprised of a Majority of the Midtown Local Innovation Corridor Overlay District as a Metropolitan Redevelopment Area.

This resolution is available in its entirety on the City's web site http://www.santafenm.gov (click on Departments/City Attorney/Legislative Services) or upon request and payment of a reasonable charge, in the City Clerk's Office, City Hall, 200 Lincoln Avenue, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Interested parties may view the meeting on the City's YouTube Channel: https://www.youtube.com/user/cityofsantafe. An agenda with complete information about meeting attendance and instructions to provide live public comment will be posted on the City's website no later than seventy-two (72) hours before the meeting: https://santafenm.portal.civicclerk.com/.

The Governing Body shall review and consider all public input prior to taking action.

Apr 1, 8, 2025

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The Governing Body shall review and consider all public input prior to taking action.

ANDREA SALAZAR (Mar , 2025 09:48 MDT)

Andréa Salazar,
City Clerk/Director of Community Engagement

Received by the New Mexican

Date: March 27, 2025

To Be Published: **April 1, 2025 and April 8, 2025**

By: _____
The New Mexican (Signature)

LEGAL #93883

CITY OF SANTA FE NOTICE OF PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 PM on Wednesday, May 28, 2025, in the City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico 87501.

The purpose of the public hearing will be to consider the following:

RESOLUTION NO. 2025-TBD. A Resolution Making a Finding of Necessity and Designating an Area Comprised of a Majority of the Midtown Local Innovation Corridor Overlay District as a Metropolitan Redevelopment Area.

This resolution is available in its entirety on the City's web site http://www.santafenm.gov (click on Departments/City Attorney/Legislative Services) or upon request and payment of a reasonable charge, in the City Clerk's Office, City Hall, 200 Lincoln Avenue, from 8:00 AM to 5:00 PM, Monday through Friday.

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The Governing Body shall review and consider all public input prior to taking action.
/s/ Andréa Salazar
City Clerk/Director of Community Engagement

PUB: May 06, 08, 2025.

CITY OF SANTA FE
NOTICE OF PUBLIC HEARING

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The Governing Body shall review and consider all public input prior to taking action.

ANDREA SALAZAR (May 1, 2025 16:51 MDT)

Andréa Salazar,
City Clerk/Director of Community Engagement

Received by the New Mexican

Date: May 1, 2025

To Be Published: **May 6, 2025 and May 5, 2025**

By: _____
The New Mexican (Signature)

Santa Fe Civic Housing Authority Board of Commissioners

Name	Address	Phone	Email	Original Appointment Date	Extended Expiration Date
Therese Abeyta	[redacted]			Mar-21	Mar-26
Lynne Canning				Mar-20	Mar-25
Vacant					
Michael Gonzales				?	Mar-27
John Wheeler				Mar-18	Mar-23

Chris Graeser



March 14, 2025

Ed Romero
Executive Director
Santa Fe Civic Housing Authority
664 Alta Vista St
Santa Fe, NM 87505

Dear Ed,

Please consider my interest in serving on the Board of Directors of Santa Fe Civic Housing Authority.

I have substantial experience serving on public committees and nonprofit boards of directors, most recently finishing two terms with Audubon Southwest as board chair. My experience navigating both real estate transactions and land use entitlement processes would allow me to bring relevant insight to the Authority Board of Directors.

After serving as counsel for the Authority for several years, I truly regretted having to give up that relationship when I closed my law practice. I am excited to re-engage with the Authority, to be being part of completing several projects I had been working on.

I am always available to assist the Authority in any way that I can help support its mission, and serving on the Board is one way that I can see of being helpful.

Please feel free to call if you have any questions.

Sincerely,

Christopher L. Graeser

Chris Graeser

CHRISTOPHER L. GRAESER

[redacted]

Legal Experience:

New Mexico State Land Office, Assistant General Counsel Santa Fe, NM (12/2022 to present)

Real estate, natural resources and administrative law practice.

Graeser & McQueen Santa Fe, New Mexico (2014 to 2022)

The Graeser Law Firm Santa Fe, New Mexico (2006 to 2014)

Sommer, Udall, Hardwick, Ahern & Hyatt, LLP Santa Fe, New Mexico (2002 to 2005)

Diverse administrative law, real estate, land use, property tax, and litigation private practice including hearing officer services, counsel to administrative boards, entitlement approvals, protests and appeals, transactions, title/boundary/easement litigation, general civil representation and other related legal work. Clients include state/local governments, individuals, nonprofits, neighborhood associations and development applicants.

Santa Fe County, Office of the County Attorney (1998 to 2002)

All aspects of representing and counseling local government including land use, assessment and property taxation, elections, utilities/water rights, public safety, housing, health and economic development. Significant involvement in drafting ordinances and resolutions, working with concerned members of the public and neighborhood associations, providing counsel on politically sensitive and potentially divisive issues and balancing the divergent needs of various client constituents. My specific work included litigation through appellate level, providing legal counsel to staff and elected officials both in-office and during public meetings, researching and drafting opinions and contracts and coordinating the work of outside counsel.

Education:

University of New Mexico School of Law Albuquerque, New Mexico (Juris Doctor, 1998) with honors and awards (exchange semester at University of Tasmania School of Law)

Southampton College Southampton, New York (History and Political Science, 1991)

Licensure:

State Bar of New Mexico

U.S. District Court for the District of New Mexico

U.S. Court of Appeals for the Tenth Circuit

Martindale-Hubbel Rating:

"AV Preeminent" (highest level)