



Agenda

**Regular Meeting of the Public
Safety Committee
December 16, 2025 at 4:00 PM
City Council Chambers, City
Hall
200 Lincoln Avenue**

Procedures for Public Safety Committee Meeting

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes
 - a. November 18, 2025, PSC Draft Minutes
December 2, 2025, PSC Work Session Draft Minutes
5. Presentations
 - a. Chief Moya Presentation
 - b. Recognition for Santa Fe Police Department Recruiting Unit
6. Action Items
 - a. Request for Approval of a Public Fireworks Display Permit Submitted by the Kiwanis Club of Santa Fe for the New Year's Eve Celebration on Wednesday, December 31, 2025, at the La Fonda Plaza Hotel. (Geronimo Griego, Fire Marshal; ggriego@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 12/01/2025

Finance Committee: 12/08/2025

Governing Body: 12/10/2025

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

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

Committee Review

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

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

Committee Review:

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

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

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of \$522,980 from the DHSEM into FY26 Fire Department Revenue.

Committee Review:

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

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

Committee Review:

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

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

Committee Review:

Public Safety Committee
December 16, 2025
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Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

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

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

Committee Review:

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

- h. Vote for Vice Chair.

7. Discussion Items

8. Matters From Police, Chief Paul Joye

- a. November 2025 Crime Stats and Mapping
- b. November 2025 My90 survey results

9. Matters from Fire, Chief Brian Moya

10. Matters from Emergency Management Interim Director Kyle Morgan

11. Matters from RECC, Director Roberto Lujan

12. Matters from the Committee

13. Matters from the Chair

14. Next Meeting: January 20, 2026

15. Adjourn

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

**Regular Meeting of the Public Safety Committee
November 18, 2025, at 4:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue
MINUTES**

1. CALL TO ORDER

Start time: 4:03 p.m.

2. ROLL CALL

Members Present

Councilor Amanda Chavez
Member James Bolleter
Member Bruce Finger
Member Steven Pilcher
Member Aurora Martinez
Member Cameron Crawford
Member Aric Wheeler
Member Lisa Liswood

Members Excused

Member Christine Robertson

There was a quorum.

Others in Attendance Police Chief Paul Joye, Deputy Chief of Police Ben Valdez, Fire Chief Moya, Asst. Fire Chiefs Rizzo and Ouderkirk, Police Captains Jimmie Montoya, Amanda Montano and Patrick Trujillo, Lt. DeBaca, Asst. Fire Chief Scott Ouderkirk, Interim Emergency Management Director Kyle Morgan, City Manager Mark Scott, Sandy Emory and Leila Kelly, Melissa Ward, Cassandra Tapia and Katherine Christner.

3. APPROVAL OF AGENDA

MOTION: a motion was made by Member Pilcher, seconded by Member Finger, to Approve the Agenda as presented.

VOTE: The motion was passed on a voice vote.

For: Chair Chavez, Member Bolleter, Member Martinez, Member Finger, Member Pilcher, Member Crawford, Member Wheeler and Member

Liswood.

Against: None

Abstain: None

4. APPROVAL OF MINUTES

- a. Approval of October 21, 2025 Minutes

MOTION: A motion was made by Member Bolleter, seconded by Member Wheeler, to Approve the Minutes.

VOTE: The motion was passed on a voice vote.

For: Chair Chavez, Member Bolleter, Member Martinez, Member Finger, Member Pilcher, Member Crawford, Member Liswood and Member Wheeler.

Against: None

Abstain: None

5. PRESENTATIONS

- a. SFPD Domestic Violence Response by Sandy Emory and Leila Kelly.

6. ACTION ITEMS

7. DISCUSSION ITEMS

8. MATTERS FROM POLICE, CHIEF PAUL JOYE

- a. October 2025 Crime Stats and Crime Mapping
- b. Update on progress of the automated traffic enforcement program
- c. My90 October 2025

9. MATTERS FROM FIRE, CHIEF BRIAN MOYA

10. MATTERS FROM EMERGENCY MANAGEMENT

11. MATTERS FORM RECC, DIRECTOR ROBERTO LUJAN

12. MATTERS FROM THE COMMITTEE

13. MATTERS FROM THE CHAIR

14. **NEXT MEETINGS: Work session December 2, 2025, and December 16, 2025 meeting**

15. **ADJOURN**

End time: 5:44 p.m.

Liaison

Chair

**Work Session of the Public Safety Committee
December 2, 2025, at 4:00 PM
City Council Conference Room,
City Hall
200 Lincoln Avenue
MINUTES**

1. CALL TO ORDER

Start time: 4:04 p.m.

2. ROLL CALL

Members Present

Councilor Amanda Chavez
Member Bruce Finger
Member Steven Pilcher
Member Aurora Martinez
Member Cameron Crawford
Member Aric Wheeler
Member Christine Robertson
Member Laura Liswood

Members Excused

Member James Bolleter

There was a quorum.

Others in Attendance: Fire Chief Moya and Sr. Asst. City Attorney Christopher Ryan

3. APPROVAL OF AGENDA

MOTION: a motion was made by Finger, seconded by Member Wheeler, to Approve the Agenda as presented.

VOTE: The motion was passed on a voice vote.

For: Chair Chavez, Member Liswood, Member Martinez, Member Finger, Member Pilcher, Member Crawford, Member Wheeler and Member Robertson.

Against: None

4. **DISCUSSION ITEMS**

- a. Discuss amendments to Resolution 2000-33 A Resolution Creating and Ratifying the Public Safety Committee.
- b. Resolution 2000-33
- c. 1984-56 A Resolution Adopting Committee Rules and Procedures for All City Committees, and 2009-20 Rules & Procedures for City Committees.

5. **ACTION ITEM**

- a. Vote on all work session drafted changes.

6. **NEXT MEETING: December 16, 2025**

7. **ADJOURN**

End time: 6:05 p.m.

KATHERINE CHRISTNER

Liaison

Chair



CITY OF SANTA FE
FIRE DEPARTMENT

November 12th, 2025

Firework Permit Number

ATTN: **CITY OF SANTA FE, WESTERN ENTERPRISE,
KIWANIS CLUB OF SANTA FE**

2025-0005

RE: **SANTA FE NEW YEARS EVE
LA FONDA ROOFTOP/ SANTA FE PLAZA
100 E SAN FRANCISCO ST**

This firework display permit shall be officially recognized if the following conditions are complied with the IFC 2015 Section 105.6.15:

1. Permission is granted for **Article, Pyrotechnic 1.4G, UN 0431, (for professional use ONLY)**
2. Shall provide this firework permit signed by the Fire Marshal/ Fire Code Official filled out on site for verification.
3. Site map with firing site(s), drop zone distances, and safe zone distances.
4. Shall provide no smoking signs.
5. Shall include date, time, and location on site map.
6. List of all fireworks to be used with their descriptions.
7. As soon as fireworks arrive on site, they will not be left unattended under any circumstances.
8. In the event of unfavorable wind conditions, the firework display will be postponed until favorable wind conditions exist (wind conditions not to exceed 10 mph).
9. If **any** of the above requirements are **NOT FOLLOWED**, this firework permit **will be REVOKED** by the fire code official. The applicant acknowledges and agrees to this statement and all requirements listed above.

Fire Chief/ Fire Code Official

November 12th, 2025



October 29, 2025

Chief Brian Moya &
Fire Marshal Geronimo G. Griego
Santa Fe Fire Department

Re: Fireworks Permit application for Santa Fe 2025 New Year's Eve

Dear Chief Moya & Fire Marshal Griego:

We have been contacted to conduct the fireworks display for the Santa Fe December 31, 2025, New Year's Eve Celebration to be staged at the La Fonda Plaza Hotel, same as last year. As per the request for the display, we are enclosing the following information.

- 1) Certificate of Insurance for Fireworks Display, Copy of New Mexico State Fire Marshal's Fireworks License for Western Enterprises, Inc.
- 2) Copy of BATF&E Explosives License for Western Enterprises, Inc.
- 3) Copy of United States DOT "Hazardous Materials Safety Permit" for Western Enterprises, Inc.
- 4) Product will be classified as **Articles, Pyrotechnic 1.4 G, UN 0431, (for Professional Use ONLY)** Product Description Script attached.
- 5) Copy of a site maps diagram of the launch site of the fireworks display
- 6) ATF Clearance for Technicians in charge: (Matthew Flores, Nick Flores & Kevin Connelly)

We hope this provides you with the information you need for the permit application. If you have any questions, please feel free to email or call us immediately at 580-855-2203.

Respectfully,

Jim Burnett, President

Product Listing
December 31, 2025

See Attached:

Pyrotechnic Crew for Santa Fe NYE fireworks display

Nick Flores– Lead Technician
2255 Camino Iris
Santa Fe, NM 87505
505-699-8727

Matthew Flores – Lead Technician
2255 Camino Iris
Santa Fe, NM 87505
505-670-9530

Nick Flores & Matt Flores have been working on the NYE displays for many years and is familiar with the production elements.

Assistants:

Kevin Connelly 316-258-7300

Kevin has been working on this display for the last few years as well and is very familiar with the production elements.



City of Santa Fe Fire Department

P.O. Box 909, 200 Murales Road · Santa Fe, New Mexico 87504
(505) 955-3110 · FAX (505) 955-3115

Fire Prevention Use Only:

Date Request Received: _____ Date of Burn: _____ Permit #: _____

1.4G Articles Pyrotechnic, UN0431 (for PROFESSIONAL USE ONLY)

FIREWORKS PERMIT APPLICATION

APPLICANT NAME: City of Santa Fe / Western Enterprises, Inc

MAILING ADDRESS: PO Box 60 CITY, ZIP: Carrier, OK 73727

PHONE: (580) 855-2203 FAX: () -

E-MAIL: cheryld@fireworksbywestern.com / jamesb@fireworksbywestern.com

FIREWORKS SITE LOCATION: rooftop of La Fonda Hotel / plaza area on San Francisco street

OWNER/BUSINESS NAME (if applicable): _____

PURPOSE OF FIREWORKS: Santa Fe NYE display

TYPE OF BURN MATERIALS INVOLVED: _____
1.4G Articles Pyrotechnic, UN0431 (for PROFESSIONAL USE ONLY)

PROTECTIVE MEASURES (i.e. fire extinguisher, hose at what distance from burn, etc.):
Security for perimeter as noted on maps, fire extinguishers. Fire Department on site

DATE OF FIREWORKS: December 31, 2025

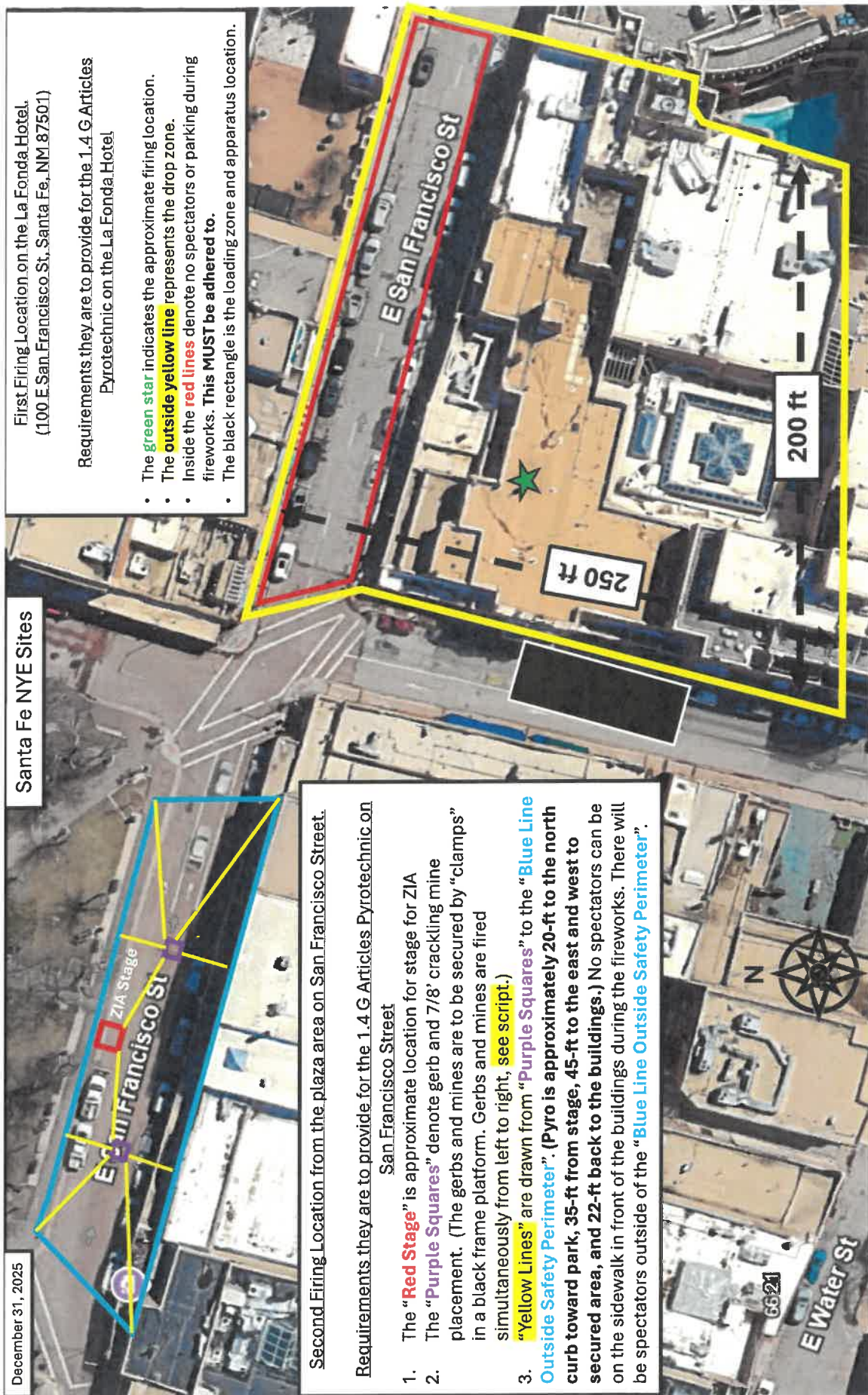
START TIME OF DISPLAY: Midnight 12:00 END TIME OF DISPLAY: 12:08am

ADDITIONAL INFORMATION, SECONDARY CONTACT, ETC.:

Sarah Pecha 580-855-2203

APPLICANT SIGNATURE: _____ DATE: 10/29/25

☐ Please indicate if you are non-profit by checking this box. Proof must be given of non-profit status.
\$10 fee for all burn permits, except non-profits





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2025

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

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

PRODUCER
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

CONTACT**NAME:****PHONE**

(A/C, No, Ext): 216-658-7100

FAX

(A/C, No): 216-658-7101

E-MAIL**ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A :** Everest Indemnity Insurance Company

10851

INSURER B : Everest Denali Insurance Company

16044

INSURER C : AXIS Surplus Insurance Company

26620

INSURER D :**INSURER E :****INSURER F :**

INSURED
Western Enterprises, Inc.
13513 W. Carrier Road
Carrier OK 73727

COVERAGES**CERTIFICATE NUMBER:** 1120214632**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC	Y		GCI0010180-251	2/15/2025	2/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			GCD0010075-251	2/15/2025	2/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			P-001-000247418-06	2/15/2025	2/15/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Additional Insureds: Kiwanis Club of Santa Fe & its Agents; Kiwanis Club International; City of Santa Fe & its Agents; SREG Santa Fe LLC; "La Fonda Holdings, LLC, dba La Fonda on the Plaza Hotel" LFH Management, LLC

Display Date: December 31, 2025-January 1, 2026

Location: Santa Fe, NM

CERTIFICATE HOLDER**CANCELLATION**

Kiwanis Club of Santa Fe
c/o Ray Sandoval
PO Box 622
Santa Fe NM 87504

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

AUTHORIZED REPRESENTATIVE

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**New Mexico Department of Homeland Security
And Emergency Management
STATE FIRE MARSHAL'S OFFICE FIREWORKS LICENSING & SAFETY**

*In accordance with the Fireworks Licensing & Safety Act 60-2C-1 Through 60-2C-11
Effective February 1990, and subsequent amendment (1997 & 1999)*

**Western Enterprises, Inc.
13513 W. Carrier Road
Carrier, OK 73727**

This license is issued to the person, firm, or corporation selling DISPLAY FIREWORKS.

THIS LICENSE IS NON-TRANSFERABLE AND MUST BE DISPLAYED AT ALL TIMES

NOTICE: This license may be revoked or suspended by the State Fire Marshal, his Deputy, or Designee for violating any of the provisions of Chapter #60 Article #2C NMSA 1978 "FIREWORKS LICENSING & SAFETY ACT"



J. Wilson

ISSUED BY THE STATE FIRE MARSHAL'S DIVISION

DATE OF ISSUE: 02/24/2025

**2025
Expires 01/31/2026**

**CLASS B
DISTRIBUTOR
LICENSE
#25-4-004**

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

5-OK-047-23-7D-00004

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

April 1, 2027

Name
WESTERN ENTERPRISES INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

13513 W CARRIER ROAD
CARRIER, OK 73727-

Type of License or Permit

23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

WESTERN ENTERPRISES INC
PO BOX 60
CARRIER, OK 73727-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete

WESTERN ENTERPRISES INC:13513 W CARRIER ROAD:73727-5-OK-047-23-7D-00004:April 1, 2027:23-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: WESTERN ENTERPRISES INC

Business Name:

License/Permit Number: 5-OK-047-23-7D-00004

License/Permit Type: 23-IMPORTER OF EXPLOSIVES

Expiration: April 1, 2027

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



U.S. Department
of Transportation

**Federal Motor
Carrier Safety
Administration**

1200 New Jersey Ave., S.E.
Washington, DC 20590

July 14, 2025

In reply refer to:
USDOT Number: 203517

JAMES V. BURNETT
PRESIDENT
WESTERN ENTERPRISES INC
PO BOX 60
CARRIER, OK 73727

**HAZARDOUS MATERIALS SAFETY PERMIT
HM Safety Permit ID: US-203517-OK-HMSP
Effective Date: July 14, 2025**

Dear JAMES V. BURNETT:

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning July 14, 2025 and remain effective through July 31, 2027 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division by email at fmcsa.hmsp@dot.gov or by phone at (202) 385-2400 or by fax at (202) 366-3621.

Sincerely,

Paul Bomgardner
Chief, Hazardous Material Division

NOTICE OF CLEARANCE

08/11/2025

for individuals transporting, shipping, receiving, or possessing explosive materials.

NOTICE DATE: 08/11/2025

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

This 'Notice of Clearance' is issued to: WESTERN ENTERPRISES INC

Federal Explosives license/permit no.: 5-OK-047-23-7D-00004

Explosives License/Permit Type : 23-IMPORTER OF EXPLOSIVES

Expiration Date : April 1, 2027

13513 W CARRIER ROAD

CARRIER, OK 73727

continued from previous page

LAST NAME, First Name, Middle Name Clearance Status

0001 [REDACTED]	Cleared
0002 CLARK, GORDON	Cleared
0017 CONNELLY, KEVIN JOHN	Cleared
0018 [REDACTED] MICHAEL	Cleared
0019 [REDACTED]	Cleared
0020 [REDACTED]	Cleared
0021 [REDACTED]	Cleared
0022 [REDACTED]	Cleared
0023 [REDACTED]	Cleared
0024 [REDACTED]	Cleared
0025 [REDACTED]	Cleared
0026 FLORES, MATTHEW PLACIDO	Cleared
0027 FLORES, NICOLAS STEVEN	Cleared
0028 [REDACTED]	Cleared
0029 [REDACTED]	Cleared
0030 [REDACTED]	Cleared
0031 [REDACTED]	Cleared
0032 [REDACTED]	Cleared
0033 [REDACTED]	Cleared
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LAST NAME, First Name, Middle Name

Clearance Status

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**OFFICE OF THE STATE FIRE MARSHAL,
STATE OF KANSAS**

**PERMIT #: SGFOW054
CONNELLY KEVIN J
PO BOX 780872
WICHITA KS 67278**

Is Granted This Permit As: Fireworks Display Operator

To perform duties as a Public Fireworks Display Operator as granted by the Kansas Fire Prevention Code and adopted National Standard NFPA 1123, 2014 Edition within the State of Kansas.

As granted under the authority of K.A.R. 22-1-3(x) and other provisions of the Kansas Prevention Code.

This Permit is valid until **5/23/2029** unless suspended, revoked or refused renewal in accordance with the provisions of KAR 22-1-5

Issued: 5/23/2025

Expires: 5/23/2029



Wally Roberts
Chief of Investigation

Operators must carry this card. Please cut on solid line

**OFFICE OF THE STATE FIRE MARSHAL,
STATE OF KANSAS**

Permit #: SGFOW054
As: Fireworks Public Display Operator

To: CONNELLY KEVIN J
WICHITA KS 67278
Issued: 5/23/2025 Expires: 5/23/2029



Wally Roberts
Chief of Investigations

<u>Cue</u>	<u>Qty</u>	<u>Size</u>	<u>Shell</u>	<u>Comment</u>
3-12	1	19mm	10-shot/10-sec Gold Crossette w/tail (RES)	La Fonda
3-1	1	22MM	20 Shot 10 Sec Blue Crossette (Santore)	La Fonda
4-13	1	22MM	20 Shot 10 Sec Silver Crossette (Santore)	La Fonda
5-8	1	22MM	20-shot/10-second Red Crossette Plate (Santore)	La Fonda
6-6	1	22MM	20-shot/10-second Red Crossette Plate (Santore)	La Fonda
6-6	1	22MM	20-shot/10-second Silver Crossette Plate (Santore)	La Fonda
5-5	1	25MM	15-shot/30-sec Gold to Green Comet Plate (Skyworks)	La Fonda
1-14	1	25MM	2x5 (20-second) Five Color Comet Fan Plate (Skyworks)	La Fonda
4-3	1	25MM	3x3 (10-second) Red Comet (Skyworks)	La Fonda
1-12	1	25MM	5x3 (5-second) Five Color Change Comet (Skyworks)	La Fonda
5-11	1	25MM	5x3 (5-second) Purple Comet Plate (Skyworks)	La Fonda
3-14	1	25MM	8 Shot 10 Sec Silver Crossette (RES)	La Fonda
1-8	1	25MM	8-shot/15-second White Flitter Comet (new Santore)	La Fonda
2-8	2	30MM	1-shot Purple Comet Plates (Ricasa Spain)	La Fonda
2-10	2	30MM	1-shot Purple Comet Plates (Ricasa Spain)	La Fonda
4-9	2	30MM	1-shot Purple Comet Plates (Ricasa Spain)	La Fonda
	6			
5-7	1	30MM	8 Shot 15 Sec Glittering Crackler Crossette (Santore)	La Fonda
2-7	1	30MM	8 Shot 15 Sec White Flitter COMET (Santore)	La Fonda
3-5	1	30MM	8 Shot 15 Sec White Flitter Crossette (Santore)	La Fonda
4-6	1	30MM	8 Shot/15 Sec Glittering Crackler Crossette (Santore)	La Fonda
6-11	1	30MM	8-shot/15-sec Glittering Crackle Crossette(Santore)	La Fonda
1-15	1	30MM	8-shot/15-sec Gold Crossette Plate (Spain, Ricasa)	La Fonda
3-8	1	30MM	8-shot/15-sec Gold Crossette Plate (Spain, Ricasa)	La Fonda
6-10	1	30MM	8-shot/15-sec Green Crossette (Santore)	La Fonda
6-9	1	30MM	8-shot/15-sec Purple Crossette Plate (Santore)	La Fonda
2-3	1	30MM	8-shot/15-sec White Flitter Crossette Plate (Santore)	La Fonda
2-6	1	30MM	8-shot/15-second Blue Crossette Plates (Santore)	La Fonda
4-7	1	30MM	8-shot/15-second Blue Crossette Plates (Santore)	La Fonda

Santa Fe NYE
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1-10	1	30MM	8-shot/15-second Blue Crossette (Santore)	La Fonda
5-4	1	30MM	8-shot/15-second Blue Crossette Plates (Santore)	La Fonda
5-14	1	30MM	8-shot/15-second Blue Crossette Plates (Santore)	La Fonda
	5			
6-1	1	30MM	8-shot/15-second Glittering Crackle Crossette (Santore)	La Fonda
6-2	1	30MM	8-shot/15-second Glittering Crackle Crossette (Santore)	La Fonda
3-2	1	30MM	8-shot/15-second Gold Crossette Plates (Spain Ricasa)	La Fonda
2-9	1	30MM	8-shot/15-second Gold Flitter Crossette (Santore)	La Fonda
5-6	1	30MM	8-shot/15-second Gold Glitter Crossette Plate (Santore)	La Fonda
2-13	1	30MM	8-shot/15-second Green Comet (Santore)	La Fonda
3-7	1	30MM	8-shot/15-second Green Comet Plate (Santore)	La Fonda
4-12	1	30MM	8-shot/15-second Green Comet Plate (Santore)	La Fonda
5-9	1	30MM	8-shot/15-second Green Comet Plate (Santore)	La Fonda
1-4	2	30MM	8-shot/15-second Green comet Plates (Santore)	La Fonda
	6			
4-10	1	30MM	8-shot/15-second Green Crossette (Santore)	La Fonda
2-14	1	30MM	8-shot/15-second Green Crossette Plate (Santore)	La Fonda
1-11	1	30MM	8-shot/15-second Green Crossette Plates (Santore)	La Fonda
4-14	1	30MM	8-shot/15-second Purple Crossette (Santore)	La Fonda
3-13	1	30MM	8-shot/15-second Purple Crossette Plate (Santore)	La Fonda
1-7	2	30MM	8-shot/15-second Purple Crossette Plates (Santore)	La Fonda
4-2	1	30MM	8-shot/15-second Purple Crossette Plates (Santore)	La Fonda
	5			
2-5	1	30MM	8-shot/15-second Red Comet Plate (Santore)	La Fonda
6-5	1	30MM	8-shot/15-second Red Comet Plate (Santore)	La Fonda
1-9	1	30MM	8-shot/15-second Red Crossette (Santore)	La Fonda
2-12	1	30MM	8-shot/15-second Red Crossette (Santore)	La Fonda
5-12	1	30MM	8-shot/15-second Red Crossette (Santore)	La Fonda
5-15	1	30MM	8-shot/15-second Red Crossette (Santore)	La Fonda
3-6	1	30MM	8-shot/15-second Red Crossette Plate (Santore)	La Fonda
5-3	1	30MM	8-shot/15-second Red Crossette Plate (Santore)	La Fonda
	6			
2-15	1	30MM	8-shot/15-second White Flitter Comet (Santore)	La Fonda
3-15	1	30MM	8-shot/15-second White Flitter Comet Plate (RES)	La Fonda
5-13	1	30MM	8-shot/15-second White Flitter Comet Plate (Santore)	La Fonda
6-5	1	30MM	8-shot/15-second White Flitter Comet Plate (Santore)	La Fonda
5-10	1	30MM	8-shot/15-second White Flitter Crossette (Santore)	La Fonda
5-1	1	30MM	8-shot/15-second White flitter Crossette Plates (Santore)	La Fonda
6-14	2	30MM	8-shot/2-Second Finale Crossette Plates (RES)	La Fonda
7-2	2	38MM	Crackling Mine (showtime, FOA)	La Fonda
7-4	2	38MM	Crackling Mine (showtime, FOA)	La Fonda
7-6	2	38MM	Crackling Mine (showtime, FOA)	La Fonda

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7-8	2	38MM	Crackling Mine (showtime, FOA)	La Fonda
7-10	2	38MM	Crackling Mine (showtime, FOA)	La Fonda
1-5	2	38MM	Crackling Mine (showtime/foa)	La Fonda
1-6	2	38MM	Crackling Mine (showtime/foa)	La Fonda
3-9	2	38MM	Crackling Mine (showtime/FOA)	La Fonda
3-10	2	38MM	Crackling Mine (showtime/FOA)	La Fonda
4-4	2	38MM	Crackling Mine (showtime/FOA)	La Fonda
4-5	2	38MM	Crackling Mine (showtime/FOA)	La Fonda
	22			
2-2	2	40MM	1-shot Purple Mine (Ricasa Spain)	La Fonda
3-3	2	40MM	1-shot Purple Mines (Ricasa Spain)	La Fonda
3-4	2	40MM	1-shot Purple Mines (Ricasa Spain)	La Fonda
4-8	2	40MM	1-shot Purple Mines (Ricasa Spain)	La Fonda
	8			
4-1	1	40MM	2 x 4 (15-second) Blue Mine Plate (Skyworks)	La Fonda
4-15	1	40MM	2 x 4 (15-second) Red Mine Plate (Skyworks)	La Fonda
3-11	1	40MM	2X4 15 Sec Red>Blue Mine Fan	La Fonda
2-4	1	40MM	2x4 Red Fan Plate (skyworks)	La Fonda
5-2	1	40MM	3x3 Green to Purple Mine Fan Plate (Skyworks)	La Fonda
2-11	1	40MM	3x3/15-second Blue Mine Plate (Skyworks)	La Fonda
7-3	1	40MM	5-shot fan Orange Mine Plate (Skyworks)	La Fonda
7-1	1	40MM	5-shot fan Purple Mine Plate (Skyworks)	La Fonda
2-1	1	40MM	8 Shot Red Comet/Crackling Mine to Crack Comet (new)	La Fonda
6-7	1	40MM	8-shot Red Comet/Crackling Comet Plates (Ricasa Spain)	La Fonda
6-8	1	40MM	8-shot Red Comet/Crackling Comet Plates (Ricasa Spain)	La Fonda
6-12	1	40MM	8-shot Red Comet/Crackling Comet Plates (Ricasa Spain)	La Fonda
6-13	1	40MM	8-shot Red Comet/Crackling Comet Plates (Ricasa Spain)	La Fonda
6-15	1	40MM	8-shot Red Comet/Crackling Comet Plates (Ricasa Spain)	La Fonda
	5			
4-11	1	40MM	8-shot/8-second Red Comet/Crackle/Red (Ricasa 2024)	La Fonda
1-1	2	40MM	Crackling Mine/Crackling Comet (Spirit of '76)	La Fonda
1-2	2	40MM	Crackling Mine/Crackling Comet (Spirit of '76)	La Fonda
	4	each	8-second/20-ft Silver Gerbs	Plaza Site
	6	each	Crackling Mines (RES)	Plaza Site
7-5	1	M-25	Hammer Finale	La Fonda
7-7	1	M-25	Hammer Finale	La Fonda
7-9	1	M-25	Hammer Finale	La Fonda

Santa Fe NYE
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6-3	1	M-50	Thunder King Barrages — 30MM	La Fonda	
6-4	1	M-50	Thunder King Barrages — 30MM	La Fonda	
1-3	1	M-50	Thunder King barrage — 30MM	La Fonda	
1-13	1	M-50	Thunder King barrage — 30MM	La Fonda	
1-1	2	Strings	Niagara Falls	Plaza Site	
			<u>Packing Department: please send roof protection</u>		
			Send roll linoleum for roof protection		

Date: November 18, 2025

To: Governing Body

From: Tim Farrell, Interim Facilities Division Director *Timothy Farrell*

Via: Sam Burnett, Interim Public Works Department Director 
Brian Moya, Fire Chief *BRIAN MOYA* JOHN BURNETT (Nov 18, 2025 15:57:05 MST)

Subject: Capital Appropriation Agreement Project 25-J4367 for Fire Station Facilities

ACTION:

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

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

BACKGROUND AND SUMMARY:

The City of Santa Fe has been awarded State Grant for Capital Appropriation Project 25-J4367 in the amount of \$3,955,050 to plan, design, construct, renovate, furnish, and equip fire station facilities in Santa Fe. The Facilities Division is currently working with the Fire Department to identify necessary improvements to existing fire station facilities to utilize this State Grant.

This appropriation does not require an allocation for Art in Public Places (AIPP) and the total of \$3,955,050 is available for project budget allocations. All funds are expected to be expended prior to the June 30, 2027, reversion date.

The Agreement designates Mayor Alan Webber as the official representative in all matters related to the project and requires Governing Body review and approval.

ATTACHMENTS:

Grant Agreement NMDFA 25-J4367
PLID Form
BAR

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 158, Section 369, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J4367 ("Project")** 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 369, Three Million Nine Hundred Fifty-Five Thousand Fifty Dollars and No Cents, \$3,955,050.00, The unexpended balance of the appropriation to the local government division in Subsection 447 of Section 28 of Chapter 199 of Laws 2023 to plan, design, construct, furnish and equip fire station 2, including infrastructure, for Santa Fe in Santa Fe county shall not be expended for the original purpose but is changed to plan, design, construct, renovate, furnish and equip fire station facilities in Santa Fe in Santa Fe county. The time of expenditure is extended through fiscal year 2027..
- B. Grantee's total reimbursements shall not exceed \$3,955,050.00 Three Million Nine Hundred Fifty-Five Thousand Fifty Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 Zero Dollars and No Cents, which equals \$3,955,050.00 Three Million Nine Hundred Fifty-Five Thousand Fifty Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:
- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.

- c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
 Name: Alan Webber
 Title: Mayor
 Address: PO Box 909, Santa Fe, NM 87504
 Email: mayor@santafenm.gov
 Telephone: 505-955-6590

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
 Name: Emily Oster

Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or

- d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
 - a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
- a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
- a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:

- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
 - a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

- Q. **Publicity:** Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, “**Publicity**” means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, “Public Relations” includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. **Data Sharing:** The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State’s organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. **Venue and Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____	_____
Signature	Date

Chief Financial Officer, Mackie Romero:

_____	_____
Signature	Date

Local Government Division Director, Cecilia Mavrommatis:

_____	_____
Signature	Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

_____	_____
(Print Name)	(Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

ATTEST:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

Signature

(Print Name)

(Title)

Date

As To Legal Form And Sufficiency

Kevin L. Nault
Kevin L. Nault (Sep 30, 2025 11:31:30 MDT)

Signature

Kevin L. Nault

(Print Name)

Assistant City Attorney

(Title)

Sep 30, 2025

Date

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A	
I. Grantee Information (Must match your DFA Substitute W-9 Form)	
A.	Grantee: _____
B.	Address: _____ (Complete Mailing, including Suite, if applicable)
	City, State, Zip: _____
C.	Contact Name/Phone #: _____
D.	Grant No.: _____
E.	Project Title: _____
F.	Grant Expiration Date: _____
II. Payment Computation	
A.	Payment Request No. _____
B.	Grant Amount: \$ 0.00
C.	AIPP Amount (if Applicable): \$ 0.00
D.	Funds Requested to Date: \$ 0.00
E.	Amount Requested this Payment: _____
F.	Reversion Amount (if applicable): \$ 0.00
G.	Grant Balance: \$ 0.00
H.	☐ Final Request for Payment (if applicable)
III. Fiscal Year : <u>2026 (July 1, 2025-June 30, 2026)</u> (The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)	
IV. Certifications	
☐	I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to: a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement. b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices. c. Submission of supporting documentation as required by the Agreement. d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
☐	I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
☐	I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.
<i>Emily K. Oster</i>	
Grantee Fiscal Officer or Fiscal Agent (if applicable)	
Grantee Representative	
Printed Name: _____	
Date: _____	
Date: _____	
(State Agency Use Only)	
Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____	
I certify that the State Agency financial and vendor file information agree with the above submitted information.	
ASD Officer	Date
Division Grant Manager	Date

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____ Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

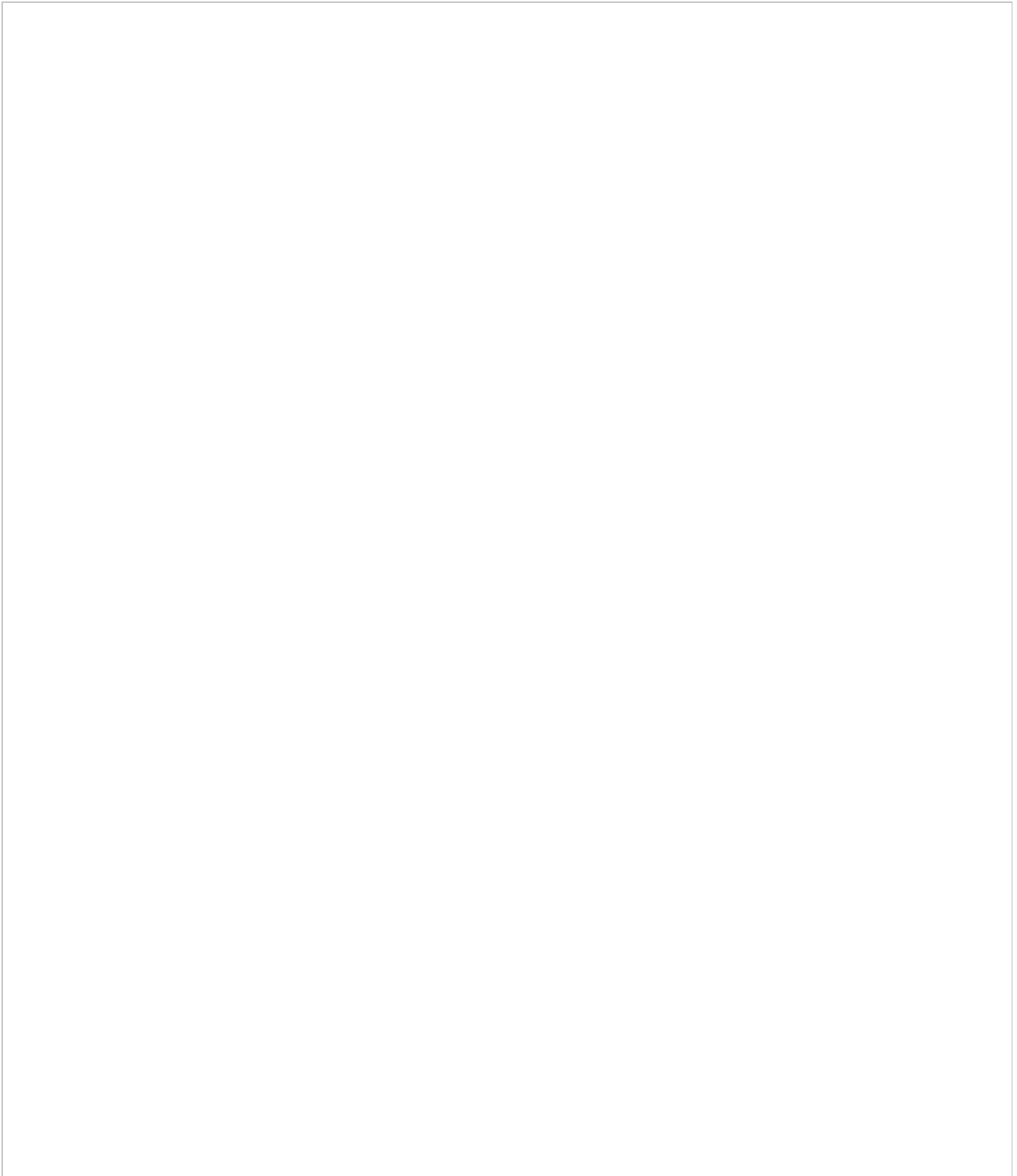
The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)



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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

1 of 2

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data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 10/27/2025

Project Title: Fire Station Facilities Improvements

Project Type: ☒ CIP ☒ Grant ☐ Internal Tracking

Department: Public Works Project Manager: Various PMs Ext: 5930

Project Date Range: 10/27/2025 to 06/30/2028

Project ID: CIP2432001

Grant ID: S2430/S2559

Approved By: ERIKA LUJAN
ERIKA LUJAN (Oct 28, 2025 12:50:16 MDT)

CMT (Finance Use Only)

FORM SUBMITTED BY D CALABAZA

☐ Create Fixed Asset

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDFA 25-J4366 % of Funding: 100

MUNIS ORG: 3209980 MUNIS OBJ: ~~490150~~ 490210 Awarded Amount: \$247,500

Funding Source: NMDFA 25-J4367 % of Funding: _____

MUNIS ORG: 3209980 MUNIS OBJ: 490210 Awarded Amount: \$3,955,050.00

Expense String Phase:

ERIKA LUJAN
ERIKA LUJAN (Nov 20, 2025 10:15:46 MST)

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Construct MUNIS ORG: 3209980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable): GRANTS/PROJECT WERE COMBINED PER HC REQUEST 2/10/25

Grantor Name: REAUTHORIZED 25J4366 (OLD 24-13134) Awarded Amount: 247,500.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: REAUTHORIZED 25J4367 (OLD 23H3201) Awarded Amount: 3,955,050.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

(If grants please provide all grant award documents with form)

☒ Attached Grant Documentation

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Public Works / Facilities				DATE 11/17/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
WIP Construction	3209980	572970	CIP2432001	3,955,050	
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
NMDFA 25-J4367 - Fire Station Facilities	3209980	490210	CIP2432001	(3,955,050)	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ -	\$ -

DFA Grant Award 25-J4367 For Fire Station Facilities Improvements in the total amount of \$3,955,050		{Complete section below if BAR results in a net change to ANY Fund}	
Reversion date 6/30/2027		Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:		0	

De Alva Calabaza	11/17/2025	{Use this form for Finance Committee/ City Council agenda items ONLY}	
Prepared By {print name}	Date	CITY COUNCIL APPROVAL City Council Approval Date Agenda Item #:	Budget Officer
 Carol Swenson	Date		Finance Director {≤ \$5,000}
Business Operations Manager Signature	Date		City Manager {≤ \$60,000}
 JOHN BURNELL (Nov 18, 2025 15:57:05 MST)	Date		

GB Packet_Grant 25-J4367 Fire Stations \$3.9M

Final Audit Report

2025-11-18

Created:	2025-11-18
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjLLFKuiA8WZ7tP64jzqFtvelrbDrIbMA

"GB Packet_Grant 25-J4367 Fire Stations \$3.9M" History

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2025-11-18 - 7:33:19 PM GMT- IP address: 63.232.20.2
-  Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2025-11-18 - 7:53:23 PM GMT
-  Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
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-  Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature
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-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-11-18 - 10:32:36 PM GMT

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2025-11-18 - 10:56:15 PM GMT- IP address: 174.240.16.158

 Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)

Signature Date: 2025-11-18 - 10:57:05 PM GMT - Time Source: server- IP address: 174.240.16.158

 Agreement completed.

2025-11-18 - 10:57:05 PM GMT

GB Packet_Grant 25-J4367 Fire Stations \$3.9M - for GRANTS sigs

Final Audit Report

2025-11-21

Created:	2025-11-19
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ-0Au5UjYxoQ2NLcw7IIld69EiyloC3f

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-  Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-11-20 - 5:15:46 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-11-20 - 5:15:48 PM GMT
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-11-21 - 0:24:51 AM GMT - Time Source: server- IP address: 63.232.20.2

✔ Agreement completed.

2025-11-21 - 0:24:51 AM GMT



The Purchasing Memo

Date: October 20, 2025

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

From: Daniel Garcia, Fire Fleet Manager 
Daniel Garcia

Via: Brian Moya, Fire Chief 
BM

Subject: Purchase of Metro Express 157, Type III

Vendor Name: Southwest Ambulance Sales

Munis Vendor Number: 3548

ITEM AND ISSUE:

Fire Department respectfully requests your review and approval of the purchase request for a Metro Express 157, Type III Ambulance in the total amount of \$219,001 for the continued and uninterrupted medical response to the community with Southwest Ambulance Sales.

CONTRACT NUMBER:

We are utilizing Cooperative Agreement HGACBuy #AM10-23.

BACKGROUND AND SUMMARY:

The Santa Fe Fire Department respectfully requests approval of the purchase of a Type III Ambulance in the total amount of \$219,001 for the continued and uninterrupted medical response to our community.

The ambulance being considered is Type III Ambulance 157 Medics Metro Express, provided by Southwest Ambulance Sales. This new unit will replace the aged-out unit and serve the City of Santa Fe.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Medical Services/1000186

Munis Object Name/Number: Vehicles < 1.5 Tons/570950

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

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

The master agreement #AM10-23 expires on September 30, 2027.

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

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☒ Yes | ☐ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

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

Project Ledger Number: FIR2610001

Approval: Rebecca Lovato-Sanowong Title: _____ Date: 11/19/2025

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email

Procurement document: Coop Master Agreement

Vendor's Quote

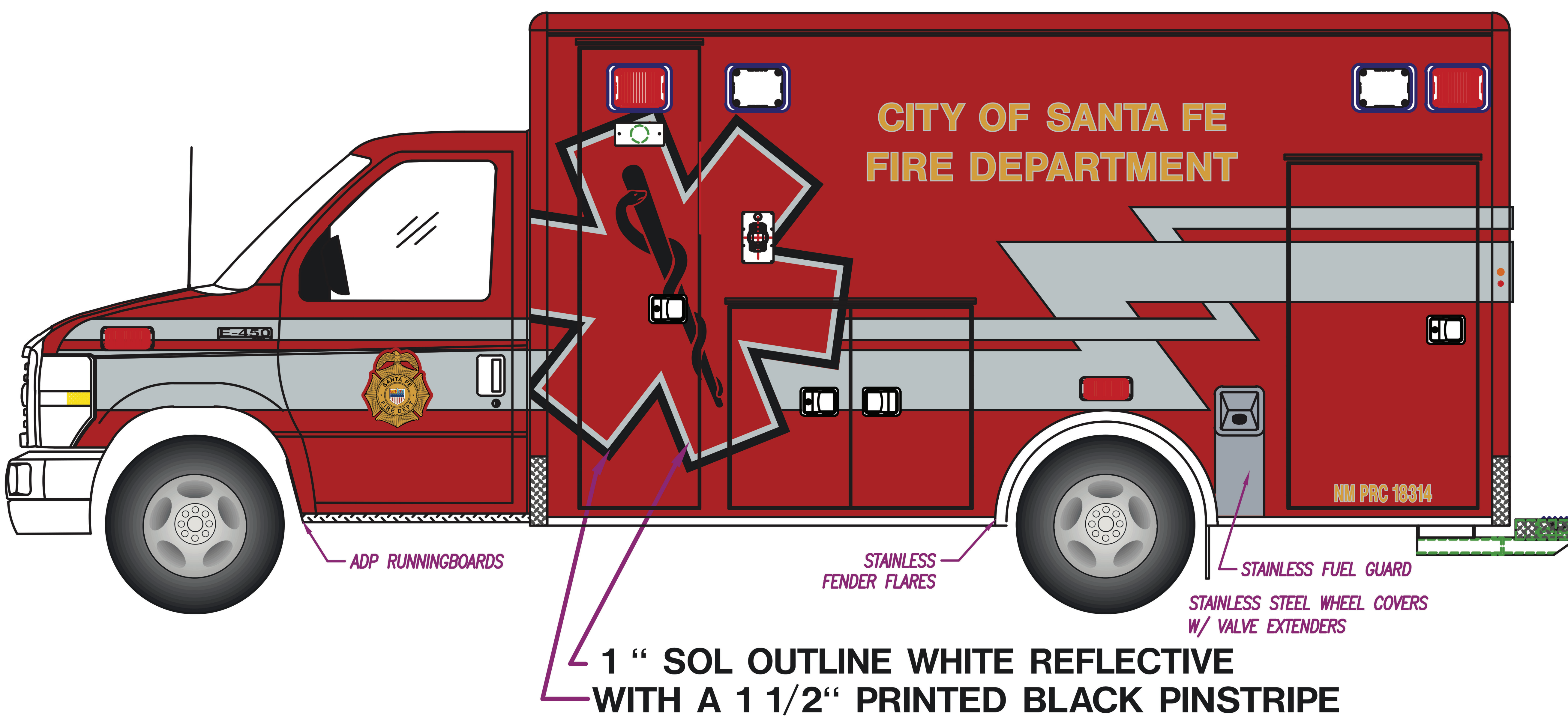
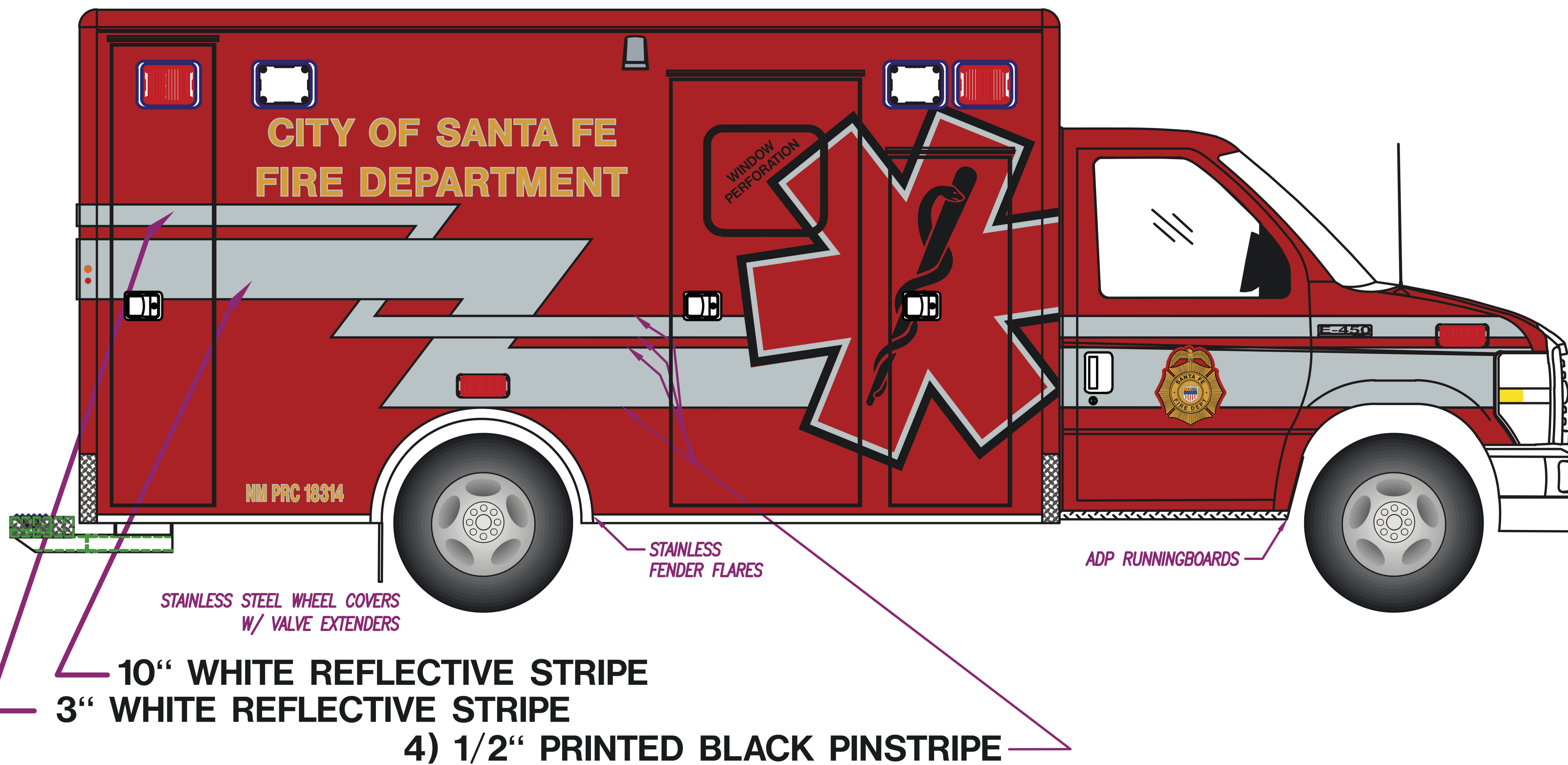
Certificate of Liability Insurance (COI), MVD License, W-9

Memo and BAR

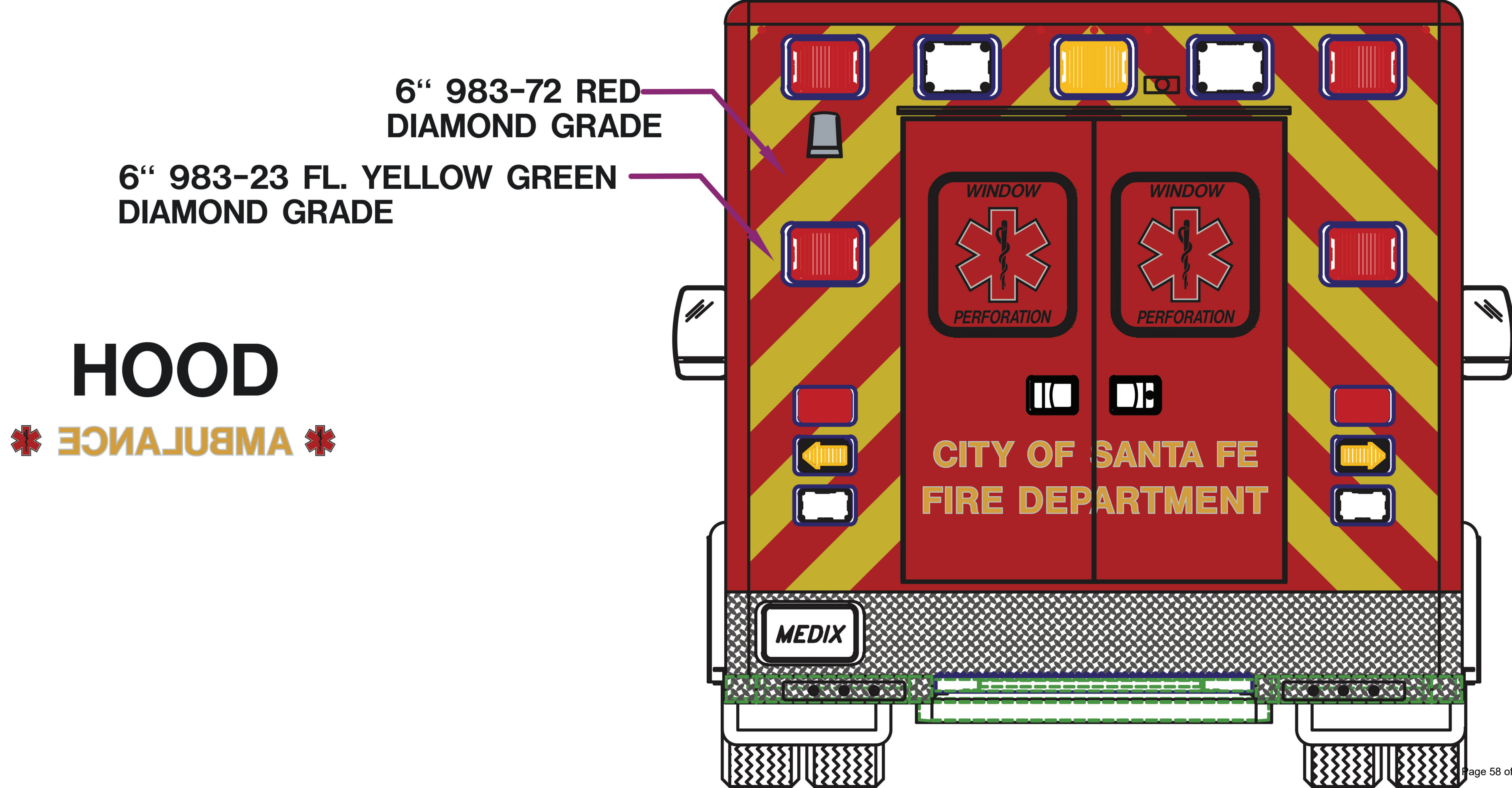
Approved Project Ledger

NEW LAYOUT #2 12-22-2022

****UNIT TO BE PAINTED RED****



LETTERING WILL BE 22KT LARGE ENGINE TURN REAL SIGN GOLD WITH A WHITE REFLECTIVE OUTLINE. DOOR LOGOS WILL BE PRINTED BLACK ON 22KT LARGE ENGINE TURN REAL SIGN GOLD. 3) WINDOW PERFORATION FILM ARE NON-REFLECTIVE.





Unit #:
XX-XXXXX

DEALER: SOUTHWEST AMBULANCE SALES
CUSTOMER: City of Santa Fe Fire Department
 Street or P.O. Box: 200 Lincoln
 City, State, Zip: Santa Fe, NM 87501
 Customer Contact: Daniel Garcia
 Customer Email: dgarcia@santafenm.gov
 Customer Phone #: 505-467-9799
 Sales Associate: Bobby Davis
 Sales Engineer:
VIN#: To be assigned by MEDIX

Chassis Model Yr		2026
MEDIX Model		Metro Express 157, Type III
CHASSIS		Ford E-450 XL Cutaway, 7.3L Gas, 158" WB, 14,500 GVWR
BODY		157"L x 94"W x 72" Interior Headroom
QTY	STD/OPT	Description
1	15-M2-CD	Chassis & Conversion
		Chassis Adjustment Cost Estimate
	01-	Flooring & Interior Colors
1	STD	Cabinets: Laminated Wood Laminate Color: GRAY
1	STD	Upholstery: (Specify Color)
1	STD	Color: GUNMETAL Brand: EVS
1	STD	Flooring: Lonseal - Lonspeck Topseal Twilight Zone SX111
		-
	02-	Body & Chassis
1	STD	This chassis is equipped with a Gasoline Exhaust System to meet the EPA standards for Gasoline exhaust emissions
	Note Weld Shop	See Front Wall print for additional turn light locations. NOTE: Opticom will be installed below front 7x3 leds, DO NOT cut out for 7x3!!
	Note Weld Shop	DELETE STANDARD STATIC VENT OVER THE CURBSIDE ENTRY DOOR TO ALLOW FOR GLOVE BOXES - DO NOT CUT HOLE
1	STD	Anti-Theft Device: IdleLock Ignition Security System, for Ford E Series Chassis Only. Locate activation button to the right side of the steering wheel.
1	STD	Camera System: RVS Systems RVS-MV3619N-NM-02- Includes (1) 7" rear view mirror monitor, Surface Mount back-up camera and (1) 33' camera cable. Locate: (1) Camera mounted off lower RH corner of center rear Amber light; Monitor mounted on cab windshield rear view mirror.
1	STD	All Exterior compartments coated with light gray colored rubberized polyurethane material.

1	200015-F	Chassis: Air Horns, Buell dual horns, (1) 10" and (1) 12" airhorn mounted through the front bumper with a momentary switch PN:MX09102 on front console. "Standard" compressor, tank and fittings. Specify Compressor Location: Compt. #2 Towards Ceiling to the left of the inverter. NOTE: Type III Ford E Series Only.
1	STD	Pass-Thru w/Sliding, latching window that slides behind driver's seat. Window to have full length extruded handle for access.
1	STD	Compartment Lights: Optronics ILL36CB LED Compartment lights- ALL Models Locate: (1) Ceiling of Compt #1; (2) in Compt #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Compt #4/5; (1) in Compt #6 (if applicable).
1	99-0835	Lights: Compartment, Optronics ILL36CB LED mounted in exterior compartment IATS NOTE: LOCATE IN #3 LEFT WALL TO LIGHT BELOW SHELF.
1	STD	Compartment #1 SS Forward: Smooth Aluminum body, ADP interior door panel, O2 "M" cylinder storage for STEEL tank, Door w/gas-strut hold-open.
1	STD	Compartment #2 SS Center: Smooth Aluminum body, <u>ADP interior door panel</u>, Open Storage, Door w/gas strut hold-open. (DELETE STANDARD Seat Belt Strap)
1	99-3699	Compartment #2: SS center, Drop Floor, 5" PN: 33-119437, Drop Pan will set in front of the shackle cover and run side to side of the tub. NOTE: Will not be used for spare tire or stair chair storage. NOTE: 157 Type III Ford Models Only.
1	200280	Shelf: Adjustable, Aluminum Diamond Plate, Exterior Compartment (Not to be used on MSV-II models) Specify Location: Compt. #2
1	99-3700	Compartment #3: SS Rear, 3/4 Height, smooth aluminum body, ADP interior door panel, NO Inside/Outside access-do not cut-out tub, added backer plate behind full inboard/back wall of compartment for customer mounting of gear/brackets; (1) adjustable shelf. Door with gas strut hold-open. ILOS Mid height compartment. See special tub #: 41-119297. NOTE: ME-157 Type III Model Only.
2	STD	Rear Entry Doors: Single piece laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels.
1	MODIFIED	Compartment #4/5 CS Forward: NO body above floor, ADP interior door panel, ALS Cabinet w/ Inside/Outside access, Full-height, single Door w/rubber socket/nylon ball hold-open, DELETE STANDARD gas strut hold-open DUE TO ALS DESIGN AND TO MATCH LAST TRUCK. Bottom section smooth aluminum body w/roll-out battery tray w/removable, latching door.

1	STD	Curbside Entry Door: Single piece, laminated smooth aluminum door liner w/stainless steel center panel for black and chrome paddle handles; ADP kick panels. Gas strut door hold-open. Smooth aluminum stepwell w/Dri-Dek insert.
1	STD	Compartment #6 CS Rear: smooth aluminum body, Vertical backboard storage w/2 belts. Door w/gas strut hold-open.
1	200200A	Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system. (Does not include additional lock switches inside module. NOTE: See Option 99-0754 for additional switches. NOTE: Not for use on MSV-II Mods.
1	99-0678E	Power Door Locks: Stealth Switch on Ford, Power Door Lock System, Push Button Switch (Grille bracket on E-series: Ford 33-102402; F-series: 33-115626) LOCATION: Standard position in front grille area
1	99-0754	Switching: Power Door Locks Only, (2) door lock switches, MX09145: (1) located in a horizontal 2-switch Positron panel, in standardized position on Curbside Wall above head of bench; (1) located in 2-switch position Positron switch panel, on wall at curbside rear entry door in standardized position.
1	STD	All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement
1	STD	Rear Bumper: ADP corner pods w/Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame
2	STD	IV Hangers: (2) Cast black rubber fold-down over knee area of Cot and Squad Bench
3	STD	Mirrors, OEM: (1) each cab door, (1) on interior windshield
1	STD	Wheel Covers: Stainless steel covers w/Valve Extenders
4	STD	Stone Guards: lower body corners, ADP
1	STD	Kick Plate, Rear: ADP, below rear doors across to corner posts.
1	STD	Rub Rails: C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers.
2	STD	Running Boards: Aluminum diamond plate w/splash guards.
1	STD	Fender Flares: Black rubber
1	STD	Fuel Fill: Cast aluminum fuel fill bezel.
1	STD	Insulation: Pink, double sided radiant barrier/acoustic material, installed on curbside and streetside rear wheel wells.
1	STD	Insulation: Spray in place foam applied to curbside entry step well and both rear wheel wells
1	STD	Undercoating: Per QVM Guidelines
1	99-0384	Chassis: Hurricane Straps, (1) mounted on the lower portion of the Cab entry door on each side of Ford E-350/450 chassis.
		-
	03-	Brake, Turn & Back-Up Lights
1	99-2817	Lights: DOT, Brake/Tail, Turn, Back Up: Whelen 700 Series Super LED with chrome flange, ILOS 600 Series LEDs.

1	STD	DOT Marker Lights: TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.
1	300050	Lights: Turn Arrows, (2) Whelen 700 Series Amber LED with chrome flange on front wall below outboard emergency flasher. IATS
		-
	04-	Electrical, Power Distribution, Control Center & Interior Lighting
1	STD	Battery Switch, Automatic: TST CDR-400. Located in Electrical Cabinet.
2	STD	Batteries: OEM Locate: (1) Under hood, (1) In roll-out tray in Compartment #4/5
1	STD	Front Console/ Switch Panel: Formed Aluminum body powder coated black and attached to chassis floor. Switch panel: Engraved black plastic with LED lighted switches for Emergency Master, Primary/Secondary Modes, Siren/Horn, Left, Rear and Right Floods, Back-Up Alarm, Module Disconnect. Siren mounted in engraved panel below switches.
1	99-1356	Switch Panels: Front, To have SWAS Logo - PN MX01565 for Front Switch Panel, ILOS Panel with Medix Logo. NOTE: Type I & III Models Only.
1	99-0747	Electrical: Antenna, (2) 25' Coax with 3/8" through-hole antenna bases prewired to roof ILOS standard coaxial cables. NOTE: MEDIX to drill hole and complete mount. Terminate coax with standard Power/Ground for each at the front console. Note: Modular Units Only. NOTE: all ends to have 3-ft tails: (1) Constant Hot & (1) Battery switch Hot (coaxs will run to std. dome #1 and #2 locations)
2	99-1274	Electrical: Prewire, (1) Ethernet Cable, CAT-6 25' cable to run from electrical cabinet to behind front console; (1) Ethernet Cable CAT-6 25' cable to run from electrical cabinet to ceiling of compartment #6
10	STD	Dome Lights: LED w/flange; 2-banks of five (4), switched separately with Hi/Lo functions.
1	STD	Action Area Light: 12 VDC LED light, with On/Off switch on rear control panel
1	STD	USB Port: Vanner VSS-USB dual port 2Amp mounted on A/A wall
1	99-0617	Electrical: Shoreline, 125VAC, 20-Amp, Kussmaul SUPER Auto Eject P/N: 091-55-20-120 side wired with hinged, yellow, weatherproof cover, Located above Compartment #2 on Streetside. Will have to be mounted on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-185-009 with green indicator light for ease of access. Mating Connector to be shipped loose. ILOS
1	STD	Timer: 5-minute check-out, wired to CS High mode dome lights

1	99-0994	Switching: Timer, Intermatic FD30MHW 30 minute spring wound rotary style timer with "HOLD" feature wired to patient compartment dome lights. Location: C/S WALL BY ENTRY DOOR
1	99-3022	Inverter: Vanner LSC12-2000- 2000 watt Pure Sine Wave with battery charger and built in GFI. Remote controlled with switch in rear panel. (This option deletes the GFI in the A/A wall). ILOS NOTE: OPTION 99-1955 IS REQUIRED WHEN ANY INVERTER IS MOUNTED IN ANY BULKHEAD or INTERIOR ENCLOSED CABINET. OPTION 99-2899 DUAL FANS REQUIRED ON RP-90ES and 150 MODELS. (N/A on P/T RP90 models and Transits) Location: On ceiling and back wall of Compartment #2, right hand side of compartment.
1	400150	Electrical: Battery Charger, DELETE STANDARD (when adding Inverter with integral charger)
1	STD	Breaker Box: 125 VAC w/20-Amp Breaker located behind the driver's seat base. GFI receptacle located on the Action Area wall.
3	MODIFIED	12 VDC Outlets: Delete (1) in Action Area, Move to lower RH corner of upper rear cabinet (for customer to plug in their IV Warmer), (1) in ALS Cabinet - the ALS outlet will need to be in a surface mount style box due to the divider-track wires on back side of stair chair divider at top.
2	400020	Electrical: 12VDC, Receptacle, Cigar style. IATS Location(s): (1) On left end of extended action area and (1) Upper back wall of Compartment #2 below the inverter. This 12v outlet will be in a surface mount style box and will be mounted horizontally to the left of the 125v. Outlet - To be Constant Hot.
2	99-0076	Electrical: 12VDC, 12 gauge power & ground. IATS Location(s): (1) Left wall of Comp #2; (1) Ceiling of compartment #6 - Constant/Battery.
3	MODIFIED	125 VAC Outlets, Duplex: (1) in Action Area, (1) in ALS Cabinet - the ALS outlet will need to be in a surface mount style box due to the divider-track wires on back side of stair chair divider at top.
3	400100	Electrical: 125VAC, Duplex Outlet, IATS Specify Location: (1) on left end of extended action area, (1) Curbside Wall at foot of Squad bench; (1) located in compartment #2 on back wall below inverter, in a surface mount style box and will be mounted horizontally to the right of the 12v. Outlet.
1	STD	Rear Switch Panel: Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (2), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), Spare switches and digital clock w/Mode Buttons. MX01517.
1	STD	Electrical Cabinet: Located over cabin-module connection w/latching, recessed, vented door
1	99-1558	Lights: Spotlight, 300,000 CP handheld, hard wired, with momentary On/Off switch, located in cab. Able 2 PN: 06-300

		-
	05-	Warning Lights & Sirens
1	STD	Lights: Warning, Whelen LED EMERGENCY Lighting Package- Ford, Chevy Type I and Type III- Models ONLY. NOTE: Does not include LED Scene Lights.
		All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.
	MODIFIED	Front of Body: Add (8) Whelen 700 Series Super-LEDs- Specify pattern by LED Color (6) Red and (2) White: R-R-W-R-R-W-R-R. Outer (2) RED lights and the (2) WHITE lights flash on K-Spec flasher. Inner (4) RED flash independently on Light Bar switch on front console. NOTE: See option below for 700 series led options.
6	99-2884	Lights: Warning, (1) Whelen 700 Series Red Super LED with clear lens 70R02FCR and chrome flange, ILOS 900 Series Red Super LED (90RR5FCR) and chrome flange. SPECIFY LOCATION: front wall see above
1	99-0932	Lights: Warning, Whelen 700 Series White Super LED 70C02FCR, ILO 900 Series White Super LED (90CC5FCR) SPECIFY LOCATION: front wall see above
1	99-1380	Lights: Warning, (1) Whelen 700 Series Super-LED 70C02FCR White with clear lens and chrome flange, IATS Must specify location: FRONT WALL SEE ABOVE
1	99-0706	Opticom/Emitter: Warning, GTT 794H LED Opticom Emitter (Supplier P/N: 151-794H) with on/off switch PN: 39-10-9053 in front console. Must be wired to de-activate when the vehicle is in park/neutral. Location: Front of Body centered below the (8) 7x3 LEDs
		Sides of Body: (4) Whelen 900 Series Red Super-LEDs: (2) each side in upper corners
		Rear of Body: (4) Whelen 900 Series Red Super-LEDs: (2) in upper outboard corners, (2) Mid-Body wired as Warning/Brake at the window level; (1) Whelen 900 Series Amber Super-LED in the center position over the rear doors.
	MODIFIED	Brake, Turn & Back-Up Lights: Whelen 700 Series LEDs
		Lights, Warning, Intersection Lights: (2) Whelen 700 Red Series Super-LEDs on front fenders
1	500210	Lights: Warning, (2) Whelen 700 Series Super-LED 70R02FCR Red with clear lens and chrome flange 7EFLANGE, IATS above rear wheel wells as rear intersection lights. Wire to Primary circuit only.
1	99-0106	Scene Lights: Front <u>AND</u> Rear side scene lights ON in Reverse. NOTE: requires additional relay
2	STD	Lights, Warning, Grille: LINZ6R Red LED w/clear lenses & chrome flanges on center grille bar
4	STD	Lights: Scene, Whelen 900 Series Halogen with flange included - (2) Each Side of Module
2	STD	Lights, Load: Whelen 900 Series Halogen with flange included - (2) over rear entry doors
1	STD	Flasher: Dual mode flasher for Warning Light system, Vanner 9860GCPE

2	STD	Siren Speakers: Dual 100 Watt drivers mounted through the front bumper
1	STD	Siren: Whelen 295 SL5A1, 200 Watt
1	99-0354-FE	Siren: Whelen Low Frequency "Howler" with HWLRB4 brackets for Ford E-Series. NOTE: Includes (2) Speakers.
1	99-1920	Lights: Scene/Load, (2) Whelen PSL1P Single Panel, low profile swivel mount Slimline Series LED flood lights mounted on the OEM FRONT BUMPER. SEE PREVIOUS UNIT 22-3033) ANGLE OUTWARD. NOTE: Mount so that light heads are directed to the driver's side and passenger side. Lights to be activated with separate switch labeled "Front Flood" MX09212
		-
	06-	Oxygen, Vacuum & Miscellaneous Items
3	STD	Oxygen Outlets: Quick-connect style, (2) in Action Area, (1) over Squad Bench
1	600070	Oxygen: Electric O2 with manual bypass and switch mounted on A/A panel
1	MODIFIED	Suction Aspirator System: SSCOR disposable container w/gauge and quick-connect; SSCOR vacuum pump mounted on ceiling of Compartment #2, to the left of the inverter.
1	99-0639	Suction System: SSCOR with SS Bracket for container, electric pump-ILOS Rico System. LOCATE: Gauge on Action Wall panel per print and Suction canister w/VAC outlet in recessed pocket.
1	STD	Oxygen Cylinder Retention: For "M" cylinder, black steel w/3-spring buckle straps and top collar, located in Compartment #1
1	STD	O2 Regulator: Amvex, 50psi, pre-set
		-
	07-	AC / Heat
1	STD	HVAC System: High capacity free blow combination Heat-AC system with digital thermostat control on the action area wall. HVAC unit mounted in front bulkhead above the ALS.
		-
	08-	Cabinets, Hardware & Miscellaneous Items
1	STD	Main Streetside Wall Cabinets: Specify desired configuration-
1	STD	Full Wall of Cabinets with Extended Action Area Countertop
		Main Wall Cabinets will have (1) adjustable shelf in each and sliding polycarbonate doors with full height extruded handles. See Prints for Configuration.
1	STD	Action Area Overhead Cabinet: Single cabinet full-height/full-depth of Action Area with sliding polycarbonate doors and full height extruded handles.

1	MODIFIED	Extended Action Area and Switch Panel: Laminated, sealed countertop and vertical ALUMINUM panel with Suction system, SSCOR Vacuum gauge, (1) Bypass, (2) Oxygen outlets, (1) USB, (1) 125VAC Outlet and digital Thermostat. Switch panel MX01517 includes (10) switch positions and digital clock w/Mode Buttons. NOTE: Relocate (1) 12VDC outlet to the upper rear cabinet, lower right hand corner. NOTE: Additional 125v and 12v on left end of A/A panel.
1	99-1369	Defibrillator Mount: Monitor mount backer plate installed below EXTENDED action area countertop. PN:33-102292 - 15" x 28" x .25" aluminum plate NOTE: Far Left end of Extended A/A Shelf
1	99-1369	Defibrillator Mount: Monitor mount backer plate installed below EXTENDED action area countertop. PN:33-102292 - 15" x 28" x .25" aluminum plate NOTE: IN ADDITION TO THE STANDARD ONE TO GIVE CUSTOMER 56" OF COUNTERTOP WITH BACKER UNDER IT.
1	99-3701	Cabinets: Main Cabinet Wall, Extended Action Area with 2nd full depth Overhead cabinet; Upper and Lower Rear Cabinets to be divided vertically into two separate cabinets each. See Print E. Upper rear main to have sliding polycarbonate doors. Lower cabinet to have hinged 1/2" acrylic door w/non-locking paddle latch and (1) adjustable shelf. NOTE: ME-157 Models Only.
1	99-1144	Cabinets: Add recessed pocket below A/A countertop for SSCOR suction canister and Vacuum outlet ILO mounting canister on the A/A panel.
1	STD	Bulkhead Wall Cabinets: HVAC cabinet above Tech Seat; Electrical Cabinet located above cabin-module connection w/hinged, latching, vented door
1	STD	Bulkhead Cabinets: Upper cabinet- general storage w/hinged, latching door; Lower cabinet general storage w/hinged, latching, vented door.
1	99-3702	ALS Cabinet: Stair chair storage with access thru exterior compartment door. There will be a Fixed divider 10" from bulkhead wall for Stair Chair storage - cut divider 7" back from exterior door opening. Interior ALS access will have (2) tall wood doors with a non-locking paddle latch on each door. There will be (3) adjustable wood, half-shelves on patient compartment side of divider, shelves to have chamfered ends on door side and HD edge trim. Requires deleting of the gas-strut hold-open and using the ball socket hold-open on the exterior door. NOTE: ME-157 Models Only
1	99-0798	Glove Box Holders: (3) with hinged, black 11ga steel powder-coated door, above Curbside Entry Door. NOTE: DELETES STATIC VENT OVER SIDE ENTRY DOOR

1	99-3333	A-Bar: WITH Sharps/Waste, 15" Wide; .250" Mounting plate. Requires squad bench assembly print different than standard. NOTE: RP90 and ME157 Models Only.
1	MODIFIED	Squad Bench:
	1	Full length hinged lid w/TriMark latch for access to interior storage; Full length upholstered seat cushion (DELETE STANDARD Sharps/Waste Area.)
	2	2) EVS Pro-4 seat belt system seating positions. The seat belt positions shall include a custom contoured seat back, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort, a custom retractor for securing a secondary patient and a heat embossed Medix LOGO at the heat area.
1	DEL	DELETE STANDARD Sharps/Waste: Drop-in style with aluminum, powder coated red, hinged lid and standard containers, located at head of squad bench.
1	STD	Cabinet, Squad Bench Overhead: with (2) flip-up 1/2" Acrylic doors and Eberhard two point paddle latches with constant torque hinges.
1	STD For 2024 Model	Cabinet, Rear Overhead: Cabinet over rear door opening with (1) flip-up 1/2" Acrylic door, LifeDefender latch, and constant torque hinges.
1	99-2777	Seating: EVS 1880 Child Safety Seat, (1) Technician's Seat MDX-1880S4B with 10° back. Rear facing automotive style seat to include a Pro-4 black belt system, comfort shoulder padding with heat embossed Medix LOGO at the head area of the backrest and the child safety seat system. -ILOS Pro-4 seat. NOTE: Must specify seat base in separate line item. NOTE: Medix Modular Models Only (Not for use on RP90 models).
1	STD	Seat Base: EVS CB-Side storage base for EVS Technician's Seat
1	STD	Assist Rail: overhead off-center toward Streetside of unit.
3	STD	Grab handles: 12" x 1.25" dia. stainless steel mounted on each rear entry and curbside entry door
1	STD	Reflective Striping, Door Open Protection: .50" Red reflective striping around interior door pan of all body doors.
		-
	09-	Cots & Miscellaneous Items
1	99-0878	Cot Mount: Stryker, Performance Load (6392-000-001), with inductive charger and floor plate ILOS 175-4. LOCATION: SIDE MOUNT FOR FULL WALL.
		-
	10-	Paint & Lettering

1	1000084	Paint: Type 3, Body and Chassis, Custom Color Color: American LaFrance Red (Pierce #80) Color Code: PPG 917805 FBC Configuration: All of cab and module to be red. NOTE: Requires Paint Color and Code Prior to submitting order. Paint spray samples must be approved prior to scheduling.
1	OPT	Grayson Graphics to supply and inatall graphics package With Rear Chevrons. See Quote.
1	1000100	Roof Star ONLY, INSTALLED
1	99-1098	Windows: Privacy tint, dark vinyl applied to all three entry module entry door windows. NOTE: Module application only.
		-
		SHIP LOOSE
2	STD	Fire Extinguisher: (2) 5 lb- Ship Loose is Standard
2	99-1667	Oxygen: O2 Cylinder Mount, (1) CPI OA1201-D-1 strapless oxygen bottle holder with mounting plate, for (1) "D" cylinder. Specify Location(s): Ship Loose
TOTAL ORDER \$219,001.00		

I have reviewed this Order and find it to be acceptable and ready to build.

 Dealer Signature **Date:** _____

I have reviewed this Order and find it to be acceptable and ready to build with the addition of the attached, approved changes.

 Dealer Signature

NEW!

Please click the link below to complete the Medix Purchase Agreement Standard Terms & Conditions.

Please note, your order will not be accepted without receipt of the signed Terms & Conditions.

[Medix Purchase Agreement Standard Terms & Conditions for Sale](#)

Due to on-going product improvements and the changing requirements of the ambulance industry, MEDIX Specialty Vehicles, Inc. reserves the right to change product specifications and related products without prior notice and without any obligation to change prior products or parts. ALL PATENTS RIGHTS RESERVED.

Product quotes are subject to change. Purchase Price will be the published price list within Quote/Order Entry System on the date of order acceptance by Company



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 10/15/2025

Project Title: TYPE III ME-157

Project Type: ☐ CIP ☐ Grant ☒ Internal Tracking

Department: 200 - Fire Project Manager: Toniette C. Martinez Ext: 3109

Project Date Range: 07/01/2025 to 06/30/2026 ☒ Create Fixed Asset

Project ID: FIR2610001

Grant ID: N/A

Approved By: ERIKA LUJAN
ERIKA LUJAN (Oct 20, 2025 09:08:02 MDT)

CT (Finance Use Only)

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: general fund % of Funding: 100

MUNIS ORG: 1000186 MUNIS OBJ: _____ Awarded Amount: \$219,001

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Vehicles < 1.5 Tons MUNIS ORG: 1000186 MUNIS OBJ: 570950

Grants Only (list all grants if applicable):

Grantor Name: N/A Awarded Amount: N/A

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☐ Attached Grant Documentation

Account Inquiry [CITY OF SANTA FE]

Account

Fund100GENFUND

Org1000186FIRMedSvcs

Object570950Vhcl < 1.5

Project

Acct100-15-20-2100-186-00-000-570950-

Acct nameVehicles < 1.5 Tons

TypeExpense

RollupGFMDN

Sub-Rollup

FireMedicalSvcsNEP

MultiYr Fund

StatusActive

Account Notes

4 Year Comparison	Current Year		History		4 Year Graph		History Graph	
Yr/Per 2025/01	Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2023		Fiscal Year 2026	
Original Budget	212,000.00		.00		.00		212,000.00	
Transfers In	469,000.00		212,000.00		.00		7,001.00	
Transfers Out	.00		.00		.00		.00	
Revised Budget	681,000.00		212,000.00		.00		219,001.00	
Actual (Memo)	683,666.03		211,830.00		.00		.00	
Encumbrances	.00		.00		.00		.00	
Requisitions	.00						.00	
Available	-2,666.03		170.00		.00		219,001.00	
Percent used	100.39		99.92		.00		.00	

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Southwest Ambulance Sales, LLC - Public Services - ID: 11154

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Southwest Ambulance Sales, LLC, hereinafter referred to as the Contractor, having its principal place of business at 621 East Kennedale Parkway, Kennedale, TX 76060.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Oct 01 2023 and ends Sep 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406.

Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

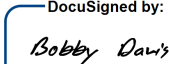
ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Southwest Ambulance Sales, LLC

Signature  DocuSigned by:
6D85161E18BE4BF...

Name Bobby Davis
Title Regional Sales Manager
Date 10/10/2023

H-GAC

Signature  DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple
Title Executive Director
Date 10/13/2023

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Southwest Ambulance Sales, LLC - Public Services - ID: 11154

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

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

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Ambulances, EMS & Special Service Vehicles

Request For Proposal
HGACBuy/Cooperative Purchasing Program
Project ID: AM10-23
Release Date: Friday, June 9, 2023
Due Date: Thursday, August 10, 2023 12:00pm
Posted Friday, June 9, 2023 7:00am
Bid Unsealed Thursday, August 10, 2023 12:03pm
Pricing Unsealed Thursday, August 10, 2023 12:03pm
All dates & times in Central Time

3. Scope of Work / Specifications

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

3.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Ambulances, EMS and Other Specialty Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available ambulances, emergency medical response and specialty vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories.

3.2. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category G. If that specific vehicle is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category G will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

1. **Ambulance**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, Type (I, II, or III), module configurations/dimensions, chassis (make and model), 2WD/4WD, and fuel type.

2. **Light/Medium Duty EMS Rescue Vehicle**

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis (make and model), dimensions, 2WD/4WD, and fuel type.

3. **Other Specialty Vehicle or Equipment**

Category includes vehicles or trailers for command, communication, tactical response, or other related emergency response functions. Response listings/descriptions must be organized by major sub-categories, which shall include manufacturer, model, type/function, chassis (make and model), axle configuration, dimensions, 2WD/4WD, and fuel type.

4. **EMS Vehicle Conversions**

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis, 2WD/4WD, and fuel type.

5. **Remount Services Only**

Pricing for this service must include the cost of removing an existing body and reinstalling it on a different chassis, only. This service would apply where the chassis was supplied by the end user.

Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end user's responsibility and will be negotiated between the end user and the supplier/contractor when services are quoted.

6. **Remount on Contractor Supplied Chassis**

Pricing for these items must include the cost of the chassis plus the removal and reinstallation of the body.

7. **Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicles**

Response listings must be organized by manufacturer, model, vehicle type/function, and primary fuel/propulsion type.

8. **Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans**

Response listings must include specific details about which fees are included in costs, including current labor rates, and fee structures.

9. **Ambulance/EMS/Rescue Vehicle Parts and Supplies**

Response listing must include percentage discount.

10. **Ambulance/EMS/Rescue Vehicle Options**

Response listing must include percentage discount.

3.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

3.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Division. Contractor must ensure all emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.
3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted (as per latest edition of KKK-A-1822F).
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each listing being bid.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design, materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.
6. On Type I & III emergency medical service MODULE the warranty period will be fifteen (15) years.
7. This warranty will be upgraded to its original status each time the module is remounted by Contractor, or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
8. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
9. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

3.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer’s latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards (examples: National Fire Protection Association (NFPA), Commission on Accreditation of Ambulance Services (CAAS), Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), Occupational Safety and Health Administration (OSHA)).

3.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

3.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

- 1. “Business Day” Monday through Friday
- 2. “Business Hours” Standard Business Hours 8 a.m. to 5 p.m.
- 3. “Regular Time” Work that occurs during standard business hours
- 4. “Emergency Time” Work that occurs outside standard business hours

3.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor’s response. It is the contractor’s responsibility to remit the administrative fee within thirty (30) days of processing any customer’s purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Ambulance:	\$1,000 per purchase order
Category B – Light/Medium Rescue Vehicle:	\$1,000 per purchase order
Category C – Specialty Vehicle/Equipment:	

Light Rescue/Special Service	\$1,000 per purchase order
Heavy Rescue/Special Service	\$2,000 per purchase order
All Trailers	2% per purchase order
Category D – EMS Vehicle Conversions:	\$1,000 per purchase order
Category E – Remount Services Only:	\$600 per purchase order
Category F – Remount on Contractor Supplied Chassis:	\$600 per purchase order
Category G –Electric/Alternative Fuel Vehicles	Determined by category of vehicle
Category H –Service/Maintenance Plans:	2% per purchase order
Category I - Ambulance/Vehicle Parts and Supplies	2% per purchase order
Category J - Ambulance/EMS/Rescue Vehicle Options	No separate fee - part of vehicle

3.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

Attachment A
Southwest Ambulance Sales, LLC
Ambulances, EMS & Special Service Vehicles
Contract No.: AM10-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Ambulance		
Medix Specialty Vehicles	F-RP90-T1	Medix Type I RP-90ES Ford F-350 4x2 - Diesel Engine	\$ 199,493.33	10%
Medix Specialty Vehicles	C-RP90-T1	Medix Type I RP-90ES Chevrolet C-3500HD 4x2 Silverado Gas Engine	\$ 182,826.67	10%
Medix Specialty Vehicles	F-ME153-T1	Medix Type I 153 LTD Ford F-350 4x2 Diesel Engine	\$ 212,386.67	10%
Medix Specialty Vehicles	C-ME153-T1	Medix Type I 153 LTD Chevrolet C-3500HD 4x2 Silverado Gas Engine	\$ 196,466.67	10%
Medix Specialty Vehicles	R-ME153-T1	Medix Type I 153 LTD RAM 3500 4x2 Diesel	\$ 218,066.67	10%
Medix Specialty Vehicles	F-MSVII157-T1	Medix Type I MSV II 157 LTD Ford F-450 4x2 Gas Engine	\$ 245,920.00	10%
Medix Specialty Vehicles	R-MSVII157-T1	Medix Type I MSV II 157 LTD RAM 4500 4x2 Diesel	\$ 259,920.00	10%
Medix Specialty Vehicles	F-MSVII170-T1	Medix Type I MSV II 170 Ford F-450 4x2 Gas Engine	\$ 246,146.67	10%
Medix Specialty Vehicles	R-MSVII170-T1	Medix Type I MSV II 170 RAM 4500 4x2 Diesel	\$ 261,786.67	10%
Medix Specialty Vehicles	F-AL171-T1	Medix Type I MSV II 170 Ford F-450 4x2 Gas Engine	\$ 296,026.67	10%
Medix Specialty Vehicles	R-AL171-T1	Medix Type I MSV II 170 RAM 4500 4x2 Diesel	\$ 301,333.33	10%
Medix Specialty Vehicles	F-RP90-T3	Medix Type III RP-90 ES Ford E-350 DRW	\$ 154,040.00	10%
Medix Specialty Vehicles	C-RP90-T3	Medix Type III RP-90 ES Chevy G-3500 DRW	\$ 159,666.67	10%
Medix Specialty Vehicles	F-ME166-T3	Medix Type III 166 Ford E-450	\$ 183,360.00	10%
Medix Specialty Vehicles	C-ME166-T3	Medix Type III 166 Chevy G-4500	\$ 187,186.67	10%
Medix Specialty Vehicles	F-MSVII170-T3	Medix Type III MSVII170 Ford E-450	\$ 201,040.00	10%
Medix Specialty Vehicles	C-MSVII170-T3	Medix Type III MSVII170 Chevy G-4500	\$ 203,840.00	10%
Medix Specialty Vehicles	FT-WD-T2	Medix Type II Ford Transit SRH-148 WD	\$ 120,160.00	10%



Services Offered to the City of Santa Fe (FY26)

Approved:

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

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

Permissive:

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

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

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



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket services' determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

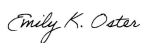
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/30/2025

Emily Oster, Finance Director



Date: 06/30/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2025

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

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

PRODUCER Terry Cauthen 8700 9th Avenue #102 Port Arthur TX 77642	CONTACT NAME: Larry Cauthen PHONE (A/C, No, Ext): (409) 729-2000 E-MAIL ADDRESS: larry.cauthen@twfg.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Co INSURER B: Arch Insurance Co INSURER C: McNeil & Company INSURER D: INSURER E: Arch Insurance Co INSURER F:
INSURED Southwest Ambulance Sales LLC Medic Built, LLC Modern Mobili PO Box 888 Kennedale TX 76060	NAIC #

COVERAGES**CERTIFICATE NUMBER:** SOUTSystem.Threading.Tasks.Task*1**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	MFPK08580903	2/8/2025	2/8/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	N	MFCA08366603	2/8/2025	2/8/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured/Under \$ 1,000,000
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			MFUM10030001	2/8/2025	2/8/2026	EACH OCCURRENCE \$ 4000000 AGGREGATE \$ 4000000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
E	Blanket Limits Open lot/ Garage	Y	N	MFPK08580903	2/8/2025	2/8/2026	// 2.7 million //

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

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe 200 Murales Road Santa Fe NM 87501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Terry Cauthen</i>
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Texas Department
of Motor Vehicles

MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A128326

GENERAL DISTINGUISHING NUMBER:

P128327

Motor Vehicle

southwest ambulance sales llc
PO BOX 917
KENNEDEALE, TEXAS TARRANT 76060-0917

EXPIRES: 01-31-2027
PHYSICAL LOCATION:
107 MEADOWVIEW DR
KENNEDEALE, TEXAS TARRANT 76060

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Custom Fire Apparatus : FT-Fire Truck, MEDIX : AB-Ambulance

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) SOUTHWEST AMBULANCE SALES, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. PO BOX 917	Requester's name and address (optional)
6 City, state, and ZIP code KENNEDALE TX 76060		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

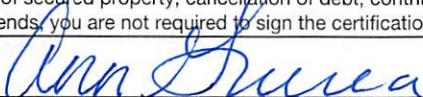
Social security number								
			-				-	
or								
Employer identification number								
2	7	-	2	1	0	3	0	5 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 2-17-25
------------------	--	----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Signature: 
Daniel Garcia (Oct 20, 2025 18:57:03 MDT)
Email: dagarcia@santafenm.gov

Signature: 
Email: bjmoya@santafenm.gov

GB- 200- Southwest Ambulance Sales

Final Audit Report

2025-11-21

Created:	2025-11-17
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe0-n8i8KJO8KP2IPoRVlaTCFnsmllre7

"GB- 200- Southwest Ambulance Sales" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-11-17 - 2:09:35 PM GMT- IP address: 50.228.218.218
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-17 - 2:13:46 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-11-19 - 4:42:30 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-11-19 - 4:44:24 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov) for signature
2025-11-19 - 4:44:29 PM GMT
-  Email viewed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
2025-11-19 - 4:56:52 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
Signature Date: 2025-11-19 - 4:58:05 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-11-19 - 4:58:10 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-11-19 - 5:25:44 PM GMT- IP address: 50.251.15.246
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-11-21 - 5:47:48 PM GMT - Time Source: server- IP address: 63.232.20.2

✔ Agreement completed.

2025-11-21 - 5:47:48 PM GMT



THE CITY OF SANTA FE

MEMORANDUM

DATE: October 16, 2025

TO: Public Works & Utilities Committee
Finance Committee
Governing Body

FROM: Brian Moya, ^{BM}Fire Chief
Sten Johnson, ^{SJ}Assistant Fire Chief

SUBJECT: Acceptance of FY26 Fire Protection Fund

ITEM AND ISSUE:

Request for Approval to accept additional FY2026 Fire Protection Fund Grant from New Mexico Dept. of Homeland Security and Emergency Management (DHSEM) in the amount of \$522,980.

Request for Approval of a Budget Amendment Resolution (BAR) to add \$522,980 from the DHSEM into FY26 Fire Department Revenue.

BACKGROUND AND SUMMARY:

Each fiscal year, DHSEM distributes Fire Protection Fund allocations on a bi-annual basis, based on the revenue received into the State of New Mexico Fire Protection Fund. During the FY2026 budget hearings, Finance Committee approved \$1,058,173 as the estimated allocation. However, the actual awarded amount was \$1,581,153. The difference of \$522,980 needs to be added to Fire Department's FY2026 budget to correct the balance and reflect the total grant amount awarded.

ACTION REQUESTED:

The Santa Fe Fire Department respectfully requests your review and approval to accept the additional \$522,980 in FY2026 Fire Protection Fund grant funds to increase the Fire Protection Fund budget accordingly.

ATTACHMENTS:

NM DHSEM Award Notification Letter (dated June 12, 2025)
Budget Amendment Resolution (BAR)
Project Ledger



Michelle Lujan Grisham
Governor

Ali Rye
State Director

Major General Miguel Aguilar
Cabinet Secretary

Randy Varela
State Fire Marshal

Regina Chacon
Deputy Cabinet Secretary

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

Thursday, June 12, 2025

Remit To:

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

Ref: 1st Fiscal Year 2026 (FY 26) Fire Protection Fund Distribution for the Santa Fe Fire Department.

The Department of Homeland Security will be distributing the Fire Protection Fund on a bi-annual basis for Fiscal Year 26.

NMFA payments, for outstanding department loans, are paid in full during the first funding allocation.

The bi-annual distribution dates for the Fire Protection Fund Fiscal year 2026 will be as follows:

- **1st bi-annual allocation/distribution** - On August 15th a 50% distribution of the total amount will be allocated to the municipality or district.
- **2nd bi-annual allocation/distribution** - On February 15th a 50% distribution of the total amount will be allocated to the municipality or district.

The Bi-Annual Allocation/Distribution is based on the revenue received into the state of New Mexico for the FY 26 Fire Protection Fund.

Fiscal Year 2026 1st bi-annual Fire Protection Fund allotment/distribution to your fire departments is enclosed in the amount of \$790,577.00

Please refer to the Table below for your complete FY26 Fire Protection Fund **First Allotment** amounts.

Santa Fe

FY 26

First Bi-Annual Allotment

Fire Protection Fund Distribution

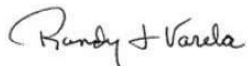
Fire Department	Total Distribution	NMFA Amount	Adjusted Total to Dept	Paid First Allotment August FY26 50% of Original Total to Department	Second Allotment February FY26 50% of Adjusted Total to Department
Santa Fe	\$1,581,153.00	\$0.00	\$1,581,153.00	\$790,577.00	\$790,576.00

The amount allocated covers the period from July 1st 2025, through June 30th 2026, and shall be expended only for the maintenance of the fire department, the purchase, construction, repair and operation of its fire stations, fire apparatus and equipment, the payment of insurance premiums on fire stations, substations, fire apparatus and equipment, and insurance premiums for injuries or death of firefighters as otherwise provided by law. Such funds are to be expended at the direction of the Chief of each fire department in accordance with the provisions of the Public Purchases Act, the Fire Protection Fund Act, and the State Fire Marshal's Rules and Regulations to the Act.

**Please be reminded that during the 2017 regular legislative session, House Bill 4 was enacted (Laws 2017, Chapter 1). Section 8 of House Bill 4 created requirements that the State Fire Marshal must follow in making a determination and certification of needs pursuant to Section 59A-53-3 NMSA 1978 and distributions pursuant to Sections 59A-53-4 and 59A-53-5.1, which pertain to the Fire Protection Fund. Specifically, the bill required the State Fire Marshal to coordinate with the Department of Finance and Administration (DFA), the New Mexico Finance Authority, Office of the State Treasurer, the New Mexico Municipal League and the New Mexico Association of Counties, regarding a periodic allotment schedules.*

Please contact me if you have any questions or concerns, at 505-709-8150 or via email at randy.varela@dhsem.nm.gov.

Respectfully,



Randy Varela
State Fire Marshal

Cc: Mayor of Santa Fe

IN WITNESS WHEREOF, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Frank G. Rydberg
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR



City of Santa Fe New Mexico

Finance Department



Project Ledger Request Form

Date of Request: 10/15/2025 UPDATED 10/21/25

Project Title: DHSEM Additional \$522,980 FY26 STATE FIRE FUND INCREASE

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: 200 - Fire Project Manager: Toniette C. Martinez Ext: 3109

Project Date Range: 07/01/2025 to 06/30/2026 ☒ Create Fixed Asset

Project ID: FIR2622110

Grant ID: S2608

Approved By: ERIKA LUJAN
ERIKA LUJAN (OCT 27, 2025 14:15:48 MDT)

CMT (Finance Use Only)

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NM Public Regulation Com % of Funding: 100

MUNIS ORG: 2210181 MUNIS OBJ: 490285 Awarded Amount: 522,980

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase: GRANT CURRENTLY HAS NINE (9) PROJECTS TIED TO GRANT/UPDATED TO REFLECT INCREASE OF FUNDS

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: See attached MUNIS ORG: 2210181 MUNIS OBJ: See attached

Grants Only (list all grants if applicable): GRANT HAS

Grantor Name: NMDHSEM/SFMO/PRC FIRE PROTECTION FUND Awarded Amount: 1,058,173.00

AR Charge Code: ORIGINAL GRANT AMOUNT ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700017 Federal CFDA (if applicable): N/A

Grantor Name: NM Public Regulation Com NMDHSEM/SFMO INCREASED Awarded Amount: 522,980

AR Charge Code: 2210181.490285 ☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700017 Federal CFDA (if applicable): N/A

(If grants please provide all grant award documents with form) ☒ Attached Grant Documentation



In

THE CITY OF SANTA FE

MEMORANDUM

DATE: October 17, 2025

TO: Andy Hopkins, Budget Officer *AJH*

FROM: Sten Johnson, Assistant Fire Chief *sj*

VIA: Brian Moya, Fire Chief *BM*

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution (BAR) to add \$522,980 from the Acceptance of Department of Homeland Security And Emergency Management Grant into FY2026 Fire Department Fire Protection Fund.

Requesting BAR for the Fire Department in the amount of \$522,980 from 2210181.490285 NM Public Regulation Comm to increase funds of:

- \$261,490 2210181.530200 Operating Supplies
- \$261,490 2210181.530300 Safety Supplies

Please see below for a descriptive transfer of funds requested.

FROM LINE ITEMS:

- 2210181.490285 NM Public Regulation Comm (\$522,980)

TO LINE ITEMS:

- 2210181. 530200 Operating Supplies \$261,490
- 2210181. 530300 Safety Supplies \$261,490

ACTION REQUESTED:

The Fire Department respectfully requests your review and approval.

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME 200 / Fire Department	DATE 10/15/2025
---	--------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
Operating Supplies	2210181	530200	FIR2622110-Operating Supplies	261,490	
Safety Supplies	2210181	530300	FIR2622110-Safety Supplies	261,490	

<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
NM Public Regulation Comm	2210181	490285	FIR2622110-State-NM PRC	(261,490)	
NM Public Regulation Comm	2210181	490285	FIR2622110-State-NM PRC	(261,490)	

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

Increase 2210181 Fund by adding \$522,980 to Fire's budget _____ _____ _____ _____	{Complete section below if BAR results in a net change to ANY Fund}	
	Fund(s) Affected	Fund Balance Increase/(Decrease)
	TOTAL:	0

TONIETTE CANDELARIA MARTINEZ Toniette Candelaria Martinez 9/23/2025 Prepared By {print name} Date		{Use this form for Finance Committee/ City Council agenda items ONLY}		Andy Hopkins <i>Andy Hopkins</i> Budget Officer Date	
Sten Johnson Sten Johnson, Assitant Fire Chief Division Director Signature {optional} Date		CITY COUNCIL APPROVAL		Emily K. Oster Emily Oster Finance Director {≤ \$5,000} Date	
Brian Moya Brian Moya, Fire Chief Department Director Signature Date		City Council Approval Date Agenda Item #:		Mark Scott <i>Mark Scott</i> Mark Scott {Nov 5, 2025 16:06:27 MST} City Manager {≤ \$60,000} Date	

Account

Fund221EMRG SVC

Org2210181FIR SS SR

Object530300Safety Spl

Project

Acct221-15-20-2100-181-00-000-530300-

Acct nameSafety Supplies

TypeExpense

Rollup

Sub-Rollup

☐ MultiYr Fund

StatusActive

Account Notes

- 4 Year Comparison
- Current Year
- History
- 4 Year Graph
- History Graph

Yr/Per 2025/01	Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2023		Fiscal Year 2026	
Original Budget	80,000.00		80,000.00		30,000.00		134,171.00	
Transfers In	.00		152,741.00		12,685.00		.00	
Transfers Out	.00		-50,900.00		.00		.00	
Revised Budget	80,000.00		181,841.00		42,685.00		134,171.00	
Actual (Memo)	82,858.91		161,312.92		39,943.85		.00	
Encumbrances	.00		.00		.00		134,000.00	
Requisitions	.00						.00	
Available	-2,858.91		20,528.08		2,741.15		171.00	
Percent used	103.57		88.71		93.58		99.87	

Fund

221

EMRG SVC

Org

2210181

FIR SS SR

Object

530200

Oper Spl

Project

Acct

221-15-20-2100-181-00-000-530200-

Acct name

Operating Supplies

Account Notes

Type

Expense

Status

Active

Rollup

Sub-Rollup

☐ MultiYr Fund

4 Year Comparison

Current YearHistory4 Year GraphHistory Graph

Yr/Per 2025/01	Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2023		Fiscal Year 2026	
Original Budget	75,000.00		75,000.00		.00		93,700.00	
Transfers In	72,877.00		141,647.00		75,812.00		77,325.00	
Transfers Out	.00		.00		.00		-50,000.00	
Revised Budget	147,877.00		216,647.00		75,812.00		121,025.00	
Actual (Memo)	73,280.81		164,297.30		91,425.99		4,652.06	
Encumbrances	.00		.00		.00		29,985.00	
Requisitions	.00						.00	
Available	74,596.19		52,349.70		-15,613.99		86,387.94	
Percent used	49.56		75.84		120.60		28.62	

Account

Fund221EMRG SVC

Org2210181FIR SS SR

Object490285NM PRC

Project

Acct221-15-20-2100-181-00-000-490285-

Acct nameNM Public Regulation Comm

TypeRevenue

Rollup

Sub-Rollup

StatusActive

Account Notes

☐ MultiYr Fund

- 4 Year Comparison
- History
- 4 Year Graph
- History Graph

Yr/Per 2025/01	Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2023		Fiscal Year 2026	
Original Budget	-1,058,173.00		-1,078,173.00		-1,465,000.00		-1,058,173.00	
Transfers In	.00		-150,000.00		.00		.00	
Transfers Out	.00		.00		.00		.00	
Revised Budget	-1,058,173.00		-1,228,173.00		-1,465,000.00		-1,058,173.00	
Actual (Memo)	-681,621.76		-1,403,562.83		-1,208,850.00		.00	
Encumbrances	.00		.00		.00		.00	
Requisitions	.00						.00	
Available	-376,551.24		175,389.83		-256,150.00		-1,058,173.00	
Percent used	64.41		114.28		82.52		.00	



The Purchasing Memo

Date: November 13, 2025

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

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

Via: Brian Moya, Fire Chief 
BM

Subject: Fire Wire

Vendor Name: Fire Wire LLC

Munis Vendor Number: 3577

ITEM AND ISSUE:

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

CONTRACT NUMBER:

The FY26 Munis contract number is 3260189.

BACKGROUND AND SUMMARY:

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

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Administration/1002001

Munis Object Name/Number: Service Contracts/510310

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

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

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

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

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

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

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

Project Ledger Number: _____

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

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

CPO Service Determination Email

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

Vendor's Quote

Certificate of Liability Insurance (COI)

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

SERVICES

Fire Department PPE Inspection, Repair, and Cleaning Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City,” and **FIRE W.I.R.E. LLC** herein after referred to as the “Contractor.”

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.
- B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.
- D. "Fiscal Year Quarters" means the four three-month periods within the City’s fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

2. Scope of Work

The Contractor shall perform the following work:

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

Services required are as follows:

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

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

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

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

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

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

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

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

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

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

3. Compensation

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

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

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

4. **Term**

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

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

5. **Default and Force Majeure**

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

6. **Termination**

A. **Grounds.** The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. **Notice:** City Opportunity to Cure.

- i) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- ii) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- iii) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

7. **Amendment**

- A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

8. **Status of Contractor**

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

9. **Assignment**

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

10. Subcontracting

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

11. Non-Collusion

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

12. Inspection of Plant

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

13. Commercial Warranty

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

14. Condition of Proposed Items

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

15. Records and Audit

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

16. Appropriations

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

17. Release

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

18. Confidentiality

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

19. Conflict of Interest

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 19 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 19 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

20. Approval of Contractor Representatives

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

21. Scope of Contract; Merger

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

Statewide/Existing Agreements 13-1-129

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

22. Notice

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

23. Equal Opportunity Compliance

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

24. Indemnification

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

25. New Mexico Tort Claims Act

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

26. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the

jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 24 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. Incorporation by Reference and Precedence

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

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

29. Workers' Compensation

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

30. Inspection

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

31. Inspection of Services

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

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

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

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

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

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

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

- i. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
- ii. reduce the contract price to reflect the reduced value of the services performed.

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

- i. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- ii. terminate the contract for default.

32. Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability Insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. Impracticality of Performance

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. Invalid Term or Condition

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

35. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. Patent, Copyright, Trademark and Trade Secret Indemnification;

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. Survival

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

38. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 6 of this Contract.

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

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

39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be

reflected in an Amendment executed pursuant to Section 8 of this Contract.

40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Fire Department Assistant Fire Chief 200 Murales Road Santa Fe, NM 87501 fireadmin@santafenm.gov 505-955-3112	To the Contractor: FIRE W.I.R.E. LLC Juanita Martinez 3415 Bryn Mawr Dr NE Albuquerque, NM 87107 firewash@hotmail.com 505-660-1477
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Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

41. Succession

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

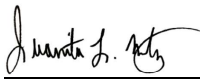
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

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

City of Santa Fe:

Contractor:

Alan Webber, Mayor



Juanita Martinez, Owner

Date: _____

Nov 13, 2025
Date: _____

NMBTIN: __80-0713227_____

Attest:

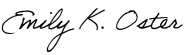
City Clerk

Approved to form and legal sufficiency by:



Assistant City Attorney

Approved for Finances:



Finance Director

Exhibit A

See attached Estimate no. 403 ...

EXHIBIT A

ESTIMATE

FIRE W.I.R.E. LLC

3415 Bryn Mawr Dr NE
Albuquerque, NM 87107

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



City of Santa Fe Fire Department

Bill to

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

Ship to

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

Estimate details

Estimate no.: 403

Estimate date: 09/24/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Advanced Cleaning	Advanced Cleaning of Firefighter Bunker Gear per NFPA 1851 - 344 Ensemble Sets	344	\$40.00	\$13,760.00
2.	Advanced Inspection	Advanced Hydrostatic Annual Inspection of Firefighter Bunker Gear per NFPA 1851 - 344 Ensemble Sets	344	\$38.00	\$13,072.00
3.	Advanced Routine Inspection	Advanced Routine Visual Inspection of Firefighter Bunker Gear per NFPA 1851 NFPA 1851 - 344 Ensemble Sets	344	\$28.00	\$9,632.00
4.	Advanced Repairs	Advanced Repairs of Firefighter Bunker Gear per NFPA 1851 - 344 Ensemble Sets	344	\$42.5563081	\$14,639.37

Subtotal \$51,103.37

Sales tax \$3,896.63

Total \$55,000.00

Note to customer

We appreciate your business. Thank you.

Accepted date

Accepted by



Services Offered to the City of Santa Fe (FY26)

Approved:

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

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

Permissive:

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

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

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

RE: Los Alamos County Contract and RFP Documents

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

Date Thu 10/2/2025 9:03 PM

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

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

1 attachment (527 KB)

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

Sten and Toni,

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

Thank you.

Regards,

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



[Book time to meet with me](#)

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

Vendor Registration Sites and Current Procurement Opportunities:

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

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

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

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



CITY OF SANTA FE
FINANCE

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

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

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

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

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

Subject: Re: Los Alamos County Contract and RFP Documents

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



Toniette Candelaria Martinez

Fiscal Administrator

505-955-3109

200 Murales Road

Santa Fe, NM 87501

www.santafenm.gov/fire-department

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

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

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

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

Subject: RE: Los Alamos County Contract and RFP Documents

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

Graham, you drafted the contract.

Have you done a purchasing memo for the packet?

I'd like to review those.

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

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



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

Sent: Wednesday, October 1, 2025 11:33 AM

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

Cc: JOHNSON, STEN A. <sajohnson@santafenm.gov>; MILLER, GRAHAM R. <grmiller@santafenm.gov>; VELARDE, VICTORIA E. <vevelarde@santafenm.gov>

Subject: Re: Los Alamos County Contract and RFP Documents

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

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

Thank you.

Regards,

Travis Dutton-Leyda

Chief Procurement Officer

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

 [Book time to meet with me](#)

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

Vendor Registration Sites and Current Procurement Opportunities:

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

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

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

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



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

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

Hi Travis,

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

Appreciate you,



Toniette Candelaria Martinez

Fiscal Administrator

505-955-3109

200 Murales Road

Santa Fe, NM 87501

www.santafenm.gov/fire-department

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

Thank you!

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

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding packet and Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) *if* this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov

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

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

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

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

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

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

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

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed. .
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

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

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

 [Book time to meet with me](#)

Regards,

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

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:

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

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

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

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



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

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

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

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

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

Subject: RE: Los Alamos County Contract and RFP Documents

Here is the Scope of Work:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Graham Miller

Battalion Chief-Health and Safety

505-629-5401

grmiller@santafenm.gov



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

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

Thank you.

Regards,

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

tkduttonleyda@santafenm.gov



[Book time to meet with me](#)

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

Vendor Registration Sites and Current Procurement Opportunities:

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

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

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

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



CITY OF SANTA FE
FINANCE

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

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

Good morning,

Can we please get a Service Determination for this?

Respectfully,



Toniette Candelaria Martinez

Fiscal Administrator

505-955-3109

200 Murales Road

Santa Fe, NM 87501

www.santafenm.gov/fire-department

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

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

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

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

Subject: RE: Los Alamos County Contract and RFP Documents

Thank you Travis

Sten A Johnson

Assistant Chief – Support Services

City of Santa Fe Fire Department

200 Murales Rd.

Santa Fe, New Mexico 87501

505-467-9799



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

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

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

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

Subject: Re: Los Alamos County Contract and RFP Documents

Sten,

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

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

SECTION C. COMPENSATION:

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

Thank you.

Regards,

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

tkduttonleyda@santafenm.gov

 [Book time to meet with me](#)

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

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

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

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



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

Hi Travis,

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

Let us know how to proceed.
Thank you,

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



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

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

Hi Sten,

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

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

Please let me know if you have any questions.

Thank you.

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

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

firewash@hotmail.com
www.firewirellc.com

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

Hi Juanita,

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

I hope this helps!

Kat Brophy
Management Analyst
Procurement Division
Los Alamos County
Direct Line (505) 662-8127
Cell (505) 709-5030
Visit our website at www.losalamosnm.us



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

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

Visit our website at www.losalamosnm.us

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2025

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

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

PRODUCER Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member 4333 Pan American Fwy NE, Suite A Albuquerque, NM 87107	CONTACT NAME: Dolores Silva	
	PHONE (A/C, No, Ext): (505) 962-2653	FAX (A/C, No):
	E-MAIL ADDRESS: dsilva@bbirs.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Union Insurance Company	25844
INSURED FIRE W.I.R.E. LLC 3415 Bryn Mawr Dr NE Albuquerque, NM 87107	INSURER B : Lloyd's of London	15792
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		CPA 9181659	4/5/2025	4/5/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CPA 9181659	4/5/2025	4/5/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WCA 9181698	4/5/2025	4/5/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			MPL5311411.25	4/5/2025	4/5/2026	Each Claim 1,000,000
B	Professional Liab.			MPL5311411.25	4/5/2025	4/5/2026	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Specialty Clothing Cleaning, Repair and Inspection

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

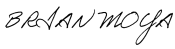
CANCELLATION

City of Santa Fe
Santa Fe Fire Department
PO Box 909
Santa Fe, NM 87504

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

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

Signature: 
Email: bjmoya@santafenm.gov

FIRE W.I.R.E. LLC

(Wash, Inspect, and Repair of Ensemble)

(505) 660-1477

firewash@hotmail.com

www.firewirellc.com

August 15, 2025 A Letter of Concurrence

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

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

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

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

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

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

Thank you for your attention to this matter.



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



AGR25-01



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

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

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

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

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

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

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

SECTION A. SERVICES:

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

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

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

SECTION C. COMPENSATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION U. TERMINATION:

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

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

County:**Fire Chief**

Incorporated County of Los Alamos

999 Central Avenue, Suite 200

Los Alamos, New Mexico 87544

E-mail: fire-ap@lacnm.us

Contractor:**Owner**

Fire W.I.R.E., LLC

3415 Bryn Mawr Dr. NE

Albuquerque, New Mexico 87107

With a copy to:

County Attorney's Office

1000 Central Avenue, Suite 340

Los Alamos, New Mexico 87544

E-mail: ~attorney@lacnm.us

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

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

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

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

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

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

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

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

ATTEST

Naomi D. Maestas
NAOMI D. MAESTAS
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

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

Approved as to form:

Larissa Breen for
J. ALVIN LEAPHART
COUNTY ATTORNEY

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

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

Exhibit A
Proposed Maintenance Schedule
AGR25-01

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

See schedule below:

In 10 Business Days

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

In 20 Business Days

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

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

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

Exhibit B
Compensation Rate Schedule
AGR25-01

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

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

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

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

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

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

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

Travel Expenses not allowed are as follows:

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

The Purchasing Memo

Date: November 18, 2025

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

From: Brian Moya, Fire Chief *BRIAN MOYA*

Via: Brian Moya, Fire Chief

Subject: Amendment No. 1 to Contract 3260064

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

Munis Vendor Number: 7906

ITEM AND ISSUE:

Fire Department respectfully requests your review and approval of Amendment No. 1 to the professional services contract, dated August 25, 2025 between the City of Santa Fe and Life Extension Clinics, Inc. dba Life Scan Wellness Centers to increase the amount of compensation by a total of \$495,407.95. The City shall pay to the Contractor in full payment services satisfactorily performed at the rates per physical listed in the table below, such compensation not to exceed six hundred forty-five thousand seven hundred seventy-one dollars and twenty cents (\$645,771.20) including gross receipts tax (8.1875%), as calculated in the table below:

<u>Year</u>	<u>Amount Per</u> <u>Physical</u>	<u>Amount not to</u> <u>exceed</u>	<u>GRT</u>	<u>Total</u>
2026	\$665.00	\$139,000.00	\$11,380.63	\$150,380.63
2027	\$695.00	\$145,300.00	\$11,896.44	\$157,196.44
2028	\$730.00	\$152,600.00	\$12,494.13	\$165,094.13
2029	\$765.00	\$160,000.00	\$13,100.00	\$173,100.00

Note: Base Exam amount does not include additional testing. Additional testing would incur the same percentage increase from year to year as the base amount. GRT is based on current price but may increase based on New Mexico legislation. Fluctuations in GRT do not increase the not-to-exceed amount of this Contract. Any agreement to reimburse Contractor for additional GRT would need to be agreed upon in writing by amendment.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260064.

BACKGROUND AND SUMMARY:

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

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Administration/1002001

Munis Object Name/Number: Professional Contracts/510300

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

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

The total compensation of this contract is \$495,407.95 including gross receipts tax and expenses.

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

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

Project Ledger Number: NA

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Amendment No. 1 to Professional Services Contract 3260064
25-0376 Life Extension Clinics Professional Services Contract

Item #: _____
Munis Contract #: **3260064**
Original Contract Item #: 25-0376
RFP #: **25160**

**CITY OF SANTA FE, FIRE DEPARTMENT
AMENDMENT No. 1 TO
Contract # 3260064**

Firefighter Physical Examinations

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 25, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Life Extensions Clinics, Inc. D/B/A Life Scan Wellness Centers (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide annual physical examinations to employees of the City's Fire Department.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree to the following Amendment:

Section 3. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$495,407.95 so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates per physical listed in the table below, such compensation not to exceed six hundred forty-five thousand seven hundred seventy-one dollars and twenty cents (\$645,771.20), including gross receipts tax

(8.1875%), as calculated in the table below.

<u>Year</u>	<u>Amount Per</u> <u>Physical</u>	<u>Amount not to</u> <u>exceed</u>	<u>GRT</u>	<u>Total</u>
2026	\$665.00	\$139,000.00	\$11,380.63	\$150,380.63
2027	\$695.00	\$145,300.00	\$11,896.44	\$157,196.44
2028	\$730.00	\$152,600.00	\$12,494.13	\$165,094.13
2029	\$765.00	\$160,000.00	\$13,100.00	\$173,100.00

Note: Base Exam amount does not include additional testing. Additional testing would incur the same percentage increase from year to year as the base amount. GRT is based on current price but may increase based on New Mexico legislation. Fluctuations in GRT do not increase the not-to-exceed amount of this Contract. Any agreement to reimburse Contractor for additional GRT would need to be agreed upon in writing by amendment.

C. Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

CITY CLERK

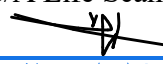
CITY ATTORNEY'S OFFICE:

Frank E. Ruybalis

ASSISTANT CITY ATTORNEY

CONTRACTOR:

Life Extensions Clinics, Inc.
D/B/A Life Scan Wellness Centers



Chief Todd LeDuc (Ret), CEO (Oct 31, 2025 11:01:06 EDT)
TODD LEDUC, CEO

DATE: Oct 31, 2025
NMBTIN: _____

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

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

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

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

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

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

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

4. Each firefighter annual physical shall consist of the following components:
 - a. Components of the Annual Occupational Medical Evaluation of Members (NFPA 1582-18, 7.4)
 - i. **Blood Testing {1582-18, 7.7.1}**- Blood tests shall be performed annually and will include the following:
 1. CBC with differential, RBC indices and morphology and platelet count.
 2. Electrolytes (N, K, Cl, HCO₃ or CO₂).
 3. Renal function (BUN, creatinine).
 4. Glucose.
 5. Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase).
 6. Total cholesterol, HDL, LDL and clinically useful lipid ratios (e.g., percent LDL) and triglycerides.
 7. Prostate specific antigen (PSA) after the age of 40 for positive family history, if African American or if otherwise clinically indicated. After the age of 50 for all other males.
 8. Thyroid function; TSH & free T4.
 9. The following additional tests can be offered as agreed between both party's on a year-to-year basis:
 - o Vitamin D
 - o Cortisol
 - o Progesterone (female option)
 - o Estrone (E1) (female option)
 - o Estradiol (E2) (female option)
 - o Testosterone
 - ii. **Infectious Disease Screening and Immunizations (1582-18, 7.7.9)** The following infectious disease screenings and/or immunizations shall be provided, as indicated:
 1. Tuberculosis (TB) screening - baseline tuberculin blood test (interferon gamma release assay); subsequent tuberculosis screening to be performed annually by interferon gamma release assay or tuberculin skin testing using the tuberculin purified protein derivative (PPD). This is to be agreed upon annually between SFFD and selected vendor and guided by frequency according to CDC guidelines unless the member has a history of positive tuberculin screening test, in which case CDC guidelines for management and subsequent chest radiographic surveillance apply.
 2. Hepatitis C virus screening & antibody test - baseline and following occupational exposure.
 3. Hepatitis B virus vaccinations and titers - as specified in CDC guidelines; laboratory confirmation of immunity to be tested 1-2 months after completion of the vaccination 3 dose series.
 4. Tetanus/diphtheria/pertussis (Tdap) vaccine - can be given once to replace the Td booster every 10 years or the 5-year wound management Td dose.
 5. Measles, mumps and rubella (MMR) vaccine - in absence of documented immunity, two doses of MMR to be administered according to current immunization guidelines.
 6. Hepatitis A vaccine

7. Varicella vaccine - offered to all non-immune personnel
8. Influenza vaccine - offered to all personnel annually.
9. HIV screening - available to personnel upon their request.
- iii. **Heavy Metal Evaluation (1582-18, 7.7.12)**
 1. 7.7.12.1 Baseline testing for heavy metals shall be required when indicated by known exposure or substantial risk.
 2. 7.7.12.2 Evaluations shall be performed following known exposures, for recurrent exposures or where required under federal, state or provincial regulations.
- iv. **Urine Laboratory Testing (1582-18, 7.7.2)**- Urine lab tests required shall be performed annually and include the following:
 1. Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood and bilirubin.
 2. Microscopic analysis for RBC, WBC, casts and crystals if indicated by dipstick analysis results.
 3. Analysis for occupational chemical exposure if indicated
- v. **Audiology Testing (1582-18, 7.7.3)** Hearing thresholds shall be assessed annually in each ear at each of the following frequencies:
 1. 500 Hz
 2. 1000 Hz
 3. 2000 Hz
 4. 3000 Hz
 5. 4000 Hz
 6. 6000 Hz
 7. 8000 Hz

Audiology testing shall compare audiogram results obtained during the yearly evaluations with baseline and subsequent test results. Standard threshold shifts shall be corrected for age as permitted by OSHA.
- vi. **Vision Testing.** Ishihara, color and depth perception.
- vii. **Electrocardiograms (ECGs) (1582-18, 7.7.6)**
 1. 7.7.6.1 A resting 12-lead ECG shall be performed as part of the baseline medical evaluation and shall be performed annually.
 2. 7.7.6.2 Evaluations shall compare baseline to subsequent ECGs.
- viii. **Spirometry (1582-18, 7.7.4)** Pulmonary function testing shall be conducted annually to measure the following components:
 1. Forced vital capacity (FVC).
 2. Forced expiratory volume in 1.0 seconds (FEV1).
 3. FVC and FEV1 ratio.
- ix. **Cancer Screenings (1582-18, 7.7.13 through 7.7.20)**

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

 1. Carotid arteries
 2. Echocardiogram (heart with function)
 3. Aorta and aortic valves
 4. Thyroid
 5. Internal Organs - liver, pancreas, gall bladder, kidneys and spleen
 6. Bladder
 7. Testicular and prostate - Men
 8. Ovaries and uterus - Women
- x. **Physical Exam and Consultation (1582-18, 7.6)** The annual physical examination shall include each of the following components:

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

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

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

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

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

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

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

2. Standard of Performance; Licenses

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

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

3. Compensation

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

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

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

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

4. **Term**

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

5. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

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

6. **Appropriations**

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

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service – Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this

Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

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

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

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

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

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

24. Indemnification

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

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

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

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

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

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

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

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

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

CITY OF SANTA FE:

CONTRACTOR:
LIFE EXTENSION CLINCS, INC.
D/B/A LIFE SCAN WELLNESS


Alan Webber (Aug 25, 2025 14:28:56 MDT)

ALAN WEBBER, CITY MAYOR


Todd LeDuc (Jul 25, 2025 12:27:23 EDT)

TODD LEDUC, CEO

DATE: Jul 25, 2025

NMBTIN#: _____

City of SF Business License #: _____

ATTEST:


ANDREA SALAZAR (Aug 25, 2025 15:20:46 MDT)

ANDREA SALAZAR, CITY CLERK

GB MTG 08-13-25 

CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULE

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

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

Additional Premium	\$ Included

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

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



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

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

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

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



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

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

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

f. Any Other Party

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULE

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

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

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

However, the insurance afforded to such "insured":

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

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

This insurance does not apply to:

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

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



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

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

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

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

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

a. This provision does not apply:

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

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

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

7. Other Insurance

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

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

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

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

(1) Primary Insurance When Required By Contract

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



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

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

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

c. Method Of Sharing

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

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

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

How Limits Apply To Additional Insureds

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

Signature: *STEN JOHNSON*

Email: sajohanson@santafenm.gov

Signature: *BRIAN MOYA*

Email: bjmoya@santafenm.gov

Signature: 

Email: xivigil@santafenm.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2025

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

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

PRODUCER Sihle Insurance Group Inc. 1021 Douglas Ave. Altamonte Springs FL 32714	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 407-869-5490 E-MAIL ADDRESS: Certificates@sihle.com	FAX (A/C, No): 407-389-3580
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Underwriters Insurance Company		30104
INSURER B : MSIG Specialty Insurance USA Inc		34886
INSURER C : Palomar Excess and Surplus Insurance Company		16754
INSURER D :		
INSURER E :		
INSURER F :		

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

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**Santa Fe Fire Department
200 Murals Rd
Santa Fe NM 87501

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULE

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

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

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

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



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

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



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

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

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

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



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

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

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

f. Any Other Party

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULE

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

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

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

However, the insurance afforded to such "insured":

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

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

This insurance does not apply to:

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

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

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

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

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

a. This provision does not apply:

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

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

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

7. Other Insurance

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

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

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

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

(1) Primary Insurance When Required By Contract

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



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

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

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

c. Method Of Sharing

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

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

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

How Limits Apply To Additional Insureds

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

**The City of Santa Fe, Central Purchasing Division (CPD)
AND
Santa Fe Fire Department (SFFD)**

REQUEST FOR PROPOSALS (RFP)

Annual Physicals for Firefighters



**RFP#
25160**

Proposals are due on: June 4, 2025

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I. INTRODUCTION

A. PURPOSE OF THIS RFP

The purpose of the RFP is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of annual physicals for firefighters.

B. BACKGROUND INFORMATION

- A. The City of Santa Fe Fire Department (SFFD) has historically provided comprehensive onsite annual physical evaluations for approximately 180 City-employed firefighters. These evaluations have supported the SFFD's commitment to firefighter health and operational readiness. It identifies risk factors, detects illnesses early, and helps to ensure continued physical fitness, etc.
- B. Physicals have been conducted once per year during a designated 3- to 4-week period, as scheduled by SFFD. During this time, evaluations have taken place onsite to minimize disruption to operations and ensure maximum participation. Each firefighter receives a written report of results and verbal consultation from the provider. These can be compared to baseline and previous evaluations to identify clinically relevant changes over time.
- C. These annual physicals have been performed by board-certified medical doctors and/or mid-level healthcare providers, such as certified nurse practitioners or physician assistants, and have adhered to the medical evaluation guidelines established in NFPA 1582: Standard on Comprehensive Occupational Medical Program for Fire Departments.

A. SCOPE OF PROCUREMENT

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

- 1) The physical examinations conducted by the contractor must adhere to the following standards:
 - a) United States Occupational Safety and Health Administration (OSHA) Regulations (Standards 29 CFR).
 - b) National Fire Protection Agency (NFPA) 1582 - 2018 Edition, Standard on Comprehensive Occupational Medical Program for Fire Departments which contains minimal standards for release to work.
 - c) United States Department of Transportation (USDOT) 49 CFR 391.41-391.49 excluding drug and alcohol testing. A Medical Examiner's certificate (DOT Certification) shall be issued to each fire department employee and a copy must be provided to the SFFD's Medical Officer.
- 2) The contractor shall be able to provide onsite services, including all services required in the resultant contract.
- 3) The contractor will work with the SFFD Health & Safety Officer to ensure that all requirements of the resultant contract are met in a timely manner. This includes the daily scheduling for annual physicals and all follow-ups. Annual firefighter physicals shall be done in agreement with the SFFD duty schedule in order to maintain continuous service to the community. The schedule will be agreed upon by both parties at least 30 days prior to the start date of annual physical testing with the intent to begin physicals as coordinated with the Health and Safety Officer of each calendar year.

- 4) Each firefighter annual physical shall consist of the following components:
- a) Components of the Annual Occupational Medical Evaluation of Members (NFPA 1582-18, 7.4)
- i) **Blood Testing {1582-18, 7.7.1}**- Blood tests shall be performed annually and will include the following:
- (1) CBC with differential, RBC indices and morphology and platelet count.
 - (2) Electrolytes (N, K, Cl, HCO₃ or CO₂).
 - (3) Renal function (BUN, creatinine).
 - (4) Glucose.
 - (5) Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase).
 - (6) Total cholesterol, HDL, LDL and clinically useful lipid ratios (e.g., percent LDL) and triglycerides.
 - (7) Prostate specific antigen (PSA) after the age of 40 for positive family history, if African American or if otherwise clinically indicated. After the age of 50 for all other males.
 - (8) Thyroid function; TSH & free T4.
 - (9) The following additional tests can be offered as agreed between both party's on a year-to-year basis:
 - Vitamin D
 - Cortisol
 - Progesterone (female option)
 - Estrone (E1) (female option)
 - Estradiol (E2) (female option)
 - Testosterone
- ii) **Infectious Disease Screening and Immunizations (1582-18, 7.7.9)** The following infectious disease screenings and/or immunizations shall be provided, as indicated:
- (1) Tuberculosis (TB) screening - baseline tuberculin blood test (interferon gamma release assay); subsequent tuberculosis screening to be performed annually by interferon gamma release assay or tuberculin skin testing using the tuberculin purified protein derivative (PPD). This is to be agreed upon annually between SFFD and selected vendor and guided by frequency according to CDC guidelines unless the member has a history of positive tuberculin screening test, in which case CDC guidelines for management and subsequent chest radiographic surveillance apply.
 - (2) Hepatitis C virus screening & antibody test - baseline and following occupational exposure.
 - (3) Hepatitis B virus vaccinations and titers - as specified in CDC guidelines; laboratory confirmation of immunity to be tested 1-2 months after completion of the vaccination 3 dose series.
 - (4) Tetanus/diphtheria/pertussis (Tdap) vaccine - can be given once to replace the Td booster every 10 years or the 5-year wound management Td dose.
 - (5) Measles, mumps and rubella (MMR) vaccine - in absence of documented immunity, two doses of MMR to be administered according to current immunization guidelines.
 - (6) Hepatitis A vaccine
 - (7) Varicella vaccine - offered to all non-immune personnel
 - (8) Influenza vaccine - offered to all personnel annually.
 - (9) HIV screening - available to personnel upon their request.
- iii) **Heavy Metal Evaluation (1582-18, 7.7.12)**
- (1) 7.7.12.1 Baseline testing for heavy metals shall be required when indicated by known exposure or substantial risk.
 - (2) 7.7.12.2 Evaluations shall be performed following known exposures, for recurrent exposures or where required under federal, state or provincial regulations.
- iv) **Urine Laboratory Testing (1582-18, 7.7.2)**- Urine lab tests required shall be performed annually and include the following:
- (1) Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood and bilirubin.
 - (2) Microscopic analysis for RBC, WBC, casts and crystals if indicated by dipstick analysis results.
 - (3) Analysis for occupational chemical exposure if indicated
- v) **Audiology Testing (1582-18, 7.7.3)** Hearing thresholds shall be assessed annually in each ear at each of the following frequencies:

- (1) 500 Hz
- (2) 1000 Hz
- (3) 2000 Hz
- (4) 3000 Hz
- (5) 4000 Hz
- (6) 6000 Hz
- (7) 8000 Hz

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

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

vii) Electrocardiograms (ECGs) {1582-18, 7.7.6}

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

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

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

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

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

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

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

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

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

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

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

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

- a) The City of Santa Fe and the contractor shall maintain complete and accurate testing records on each City employee, including, but not limited to, annual requirements for specific tests. A "Fit for Duty" certificate will be provided to SFFD for each employee on an annual basis. Both parties shall comply with HIPPA. The SFFD shall also receive from the contractor an aggregate report on the data collected during the annual physicals which describes the overall health of the fire department. Each fire department member shall receive a copy of the information gathered during their annual physical, including interpretive data.
- b) Contractor shall understand the physiological, psychological, and environmental demands placed on fire fighters.
- c) Evaluate fire department candidates and members to identify medical conditions that could affect their ability to safely respond to and participate in emergency operations.
- d) Utilize the essential job task descriptions supplied by the fire department to determine a candidate's or a member's medical certification.
 - i) Report the results of the medical evaluation to the current member, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the current member is medically certified to safely perform the essential tasks.
 - ii) Forward copies of any abnormal results along with patient instructions regarding primary care follow-up to current members who were instructed to seek (as appropriate) medical follow-up to address any medical conditions, or lab abnormalities, identified during the medical evaluation.
- d) Provide SFFD with written medical clearance for everyone to perform emergency response service in compliance with NFPA 1582-18.
- iii) Provide SFFD with written respiratory protection clearance for everyone to wear positive and negative pressure respiratory protection in compliance with OSHA respiratory protection standard, 29 CFR 1910.134.
- iv) Provide SFFD with a Medical Examiner's Certificate (DOT Certification) for each fire department employee in compliance with United States Dept. of Transportation 49 CFR 391.41-391.49.

The resulting contract will be a single award.

This procurement will result in a Citywide Contract that may be utilized by all government entities, commissions, institutions, political subdivisions, and local bodies allowed by law.

B. PROCUREMENT MANAGER

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

Name: Sten Johnson, Assistant Fire Chief/ Procurement Manager
Telephone: (505) 505-467-9799

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the CPD at the following emails:

Procurement Manager: Sten Johnson: sajohnson@santafenm.gov

CPD: purchasing_RFP@santafenm.gov

Offerors may contact **ONLY** the Procurement Manager and the CPD regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. Do not contact the Procurement Manager after the Proposals' due date.

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

C. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via upload:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

Offeror Certification

By submitting a proposal, the Offeror certifies that it is legally authorized to perform all services described in this RFP within the State of New Mexico at locations determined by SFFD. Upon request by the City, the Offeror agrees to provide documentation demonstrating such authorization, including but not limited to professional licensure, business registration, and any other applicable certifications.

D. DEFINITION OF TERMINOLOGY

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



DEFINITION OF
TERMINOLOGY.docx

E. PROCUREMENT LIBRARY

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

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates	Times (in Mountain Time)
Issue RFP	CPD	May 9, 2025	
Pre-Proposal Meeting	Procurement Manager /Potential Offerors	May 22, 2025	1:00-2:00PM
Deadline for Written Questions	Potential Offerors	May 23, 2025	5:00 PM
Response to Written Questions	Procurement Manager	May 30, 2025	
Proposals Due Date	Offerors	June 4, 2025	3:00 PM
*Blind Evaluation	Evaluation Committee	June 6, 2025	
*Interviews	Potential Offerors	June 9, 2025	
*Identification of Potential Best-Valued Offeror(s)	Evaluation Committee	June 11, 2025	
*First Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	June 25, 2025	
*Final Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	July 3, 2025	
*Best and Final Offer(s)	Offeror(s)	July 18, 2025	
*Governing Body Approval	Governing Body	August 11, 2025	
*Contract Award	Requesting Department	August 12, 2025	

* Dates indicated after "Proposals Due Date" through "Contract award" are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events.

The City reserves the right to:

1. Change or extend the Proposals Due Date.

2. Revise the RFP document prior to the due date.

The city will process addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. Addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity codes used for this event.

1. Issue RFP

This RFP is being issued on behalf of The City Santa Fe, New Mexico on the date indicated in the Sequence of Events.

2. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in the Sequence of Events via **<MS Teams>**.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGY5N2MxZGQtOThhMS00MTZhLTljNTctMjdjNTFlODFINGU1%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%2297f62189-92f2-417d-a178-e85e07d690b6%22%7d

Potential Offerors are encouraged to submit written questions in advance of the conference to the CPD and the Procurement Manager. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Meeting.

Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal.

3. Deadline for Written Questions

Potential Offerors may submit written questions to the CPD and the Procurement Manager as to the intent or clarity of this RFP as indicated in the Sequence of Events. All written questions must be addressed to the CPD and the Procurement Manager. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Responses to Written Questions

Responses to the written questions will be provided on [Bid Central](#), on or before the date indicated in the Sequence of Events, and is available for all potential Offerors.

5. Proposals Due Date

Proposals must be uploaded and submitted in [BID Central](#) before the deadline indicated in the Sequence of Events to be considered for review and evaluation.

All proposals must be submitted electronically through the designated upload link provided in the Response Format and Organization section. Proposals submitted by any other method will not be accepted.

Bid Central will maintain a log of all submitting organizations. In accordance with NMSA 1978, Section 13-1-116, the contents of proposals remain confidential and will not be disclosed to competing Offerors during the negotiation process.

The negotiation process remains in effect until the contract is awarded.

For the purposes of this RFP, awarded means the contract has been approved by the City's Governing Body and subsequently signed by the City Mayor.

6. Blind Evaluation

The City will establish an Evaluation Committee (EC) to evaluate proposals in accordance with the timeline outlined in the Sequence of Events or as soon as feasible. The EC will evaluate proposals based on the criteria specified in the Evaluation section of this RFP, using the metrics presented in each proposal and aligning them with the City's needs, as detailed in the City Sample columns of the G Attachments.

To ensure impartiality, the CPD will anonymize proposals by assigning each proposal a letter before forwarding them to the Procurement Manager and EC. Each Evaluation Factor will be scored on a scale of 1, 5, or 10. The scores will then be averaged and converted according to the assigned values for each Evaluation Factor.

7. Interviews

Offerors may be required to participate in an interview to evaluate expertise. A notification will be sent to Offerors with meeting details once the Evaluation Committee has conducted their initial review. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead. A second individual may be present (standby) to clarify Pricing Proposal if requested.

8. Identification of Potential Best-Valued Offeror

At this point, proposals have been evaluated for compliance and scored based on the criteria outlined in this RFP. Following this evaluation, the highest-ranked Offeror was invited to participate in interviews.

After the interview process, the Evaluation Committee, Procurement Manager, and Assigned CPD Buyer will continue to verify the validity of the proposal based on information provided during the interview and by conducting reference checks. The City will contact references to assess Offerors past performance, reliability, and ability to meet contract requirements. Finalist Offeror may also be contacted for further clarification as needed.

In accordance with NMSA 1978, Section 13-1-117, the responsible Offeror whose proposal is determined to be most advantageous to the City—considering the Evaluation Factors in this RFP—will be recommended for award. Depending on the proposals received and the City's needs, the City may choose to award a contract to one or contracts to multiple Offerors. However, a serious deficiency in any evaluation factor may result in disqualification, regardless of the overall score.

9. First Clarification Meeting

The City may require that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

10. Final Clarification Meeting

The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders can start to ask questions before the meeting. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the Sequence of Events.

11. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in the Sequence of Events, or on an accelerated timeline from finalists. The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist Offerors may also amend or clarify their proposal during the Clarification Meeting.

12. Governing Body Approval

Depending on the total compensation, including any term extensions of the contract, either the City manager will approve and sign the contract, or it will be presented as an agenda item for the appropriate Committee Meetings and then the Governing Body for approval. The mayor signs all contracts presented to and approved by the Governing Body.

13. Contract Award(s)

The award is subject to the CPD, Department, and City Manager/Governing Body approval. The Contractor must not commence work until the Department issues a Purchase Order.

14. Protest Deadline

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

Travis Dutton-Leyda

Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

15. Finalize Contract

After approval of the Evaluation Committee Report, the City of Santa Fe will make every effort to award contract(s) by the deadline set forth in the Sequence of Events. Any contract(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), considering the evaluation factors outlined in this RFP and the best interests of the City, as defined in the Scope of Procurement section. The most advantageous proposal may or may not have received the highest point total. If mutually agreeable terms cannot be reached with the apparent most advantageous Offeror within the specified timeframe, the City reserves the right to finalize a contract with the next most advantageous Offeror(s) without initiating a new procurement process. The City may award one or multiple contracts, as determined to be in the City's best interest.

C. GENERAL REQUIREMENTS



GENERAL
REQUIREMENTS.doc

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

ELECTRONIC SUBMISSION ONLY

Offerors must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Main and Cost) should be submitted, as outlined below.

Offerors' proposals should be submitted as separate uploads, as outlined in this section. Each upload should be clearly labeled on the front page as “**Public Proposal**,” “**Confidential Proposal**,” or “**Cost Proposal**.” If an Offeror proposes additions or modifications to the City’s draft contract, a third document titled “**Contract Edits**” may be submitted. These proposed changes should align with the guidelines in the **General Requirements** section and be summarized in the draft contract attachment reference.

ELECTRONIC proposal submissions must be fully uploaded via **Bid Central** before the submission deadline. Files **cannot** be password-protected and should be submitted in **PDF format**, unless an **Excel spreadsheet** or another format is specifically requested. Offerors should allow ample time to upload large files to ensure a **complete** and **on-time** submission.

As soon as you see this notice, **verify that you can log in** to your [VSS account](#) and access the RFP in [Bid Central](#). Do not wait until the last minute to check your login credentials or ensure you can interact with the system. If you encounter login issues, **email CPD and venreg@santafenm.gov immediately** to avoid delays.

Allow plenty of time to upload your proposal via **Bid Central**. If you experience issues, **email CPD and venreg@santafenm.gov at least two hours before the deadline**. Issues reported within the final two hours may not be resolved in time. While the City will assist, **timely resolution cannot be guaranteed** if problems arise close to the deadline.

Submissions will be deemed **late** if not **both**:

1. **Fully complete** before the deadline.
2. **Received via the submission link** before the deadline.

Additionally, if submissions are not received on time due to being **captured, blocked, filtered, quarantined**, or otherwise **prevented from reaching the City's system** by security or anti-virus software, it will still be considered **late** and **will not be accepted**.

If you are working on your submission close to the deadline and the clock strikes **3:00 PM**, the system **will not** accept your submission and may even log you out. This is **not** a system error—it is the result of **waiting too long** to submit. **Offerors are responsible** for planning accordingly and ensuring timely submission.

⚠ REMEMBER TO CLICK THE SUBMIT BUTTON! ⚠

⚠ LATE PROPOSALS MAY NOT BE ACCEPTED ⚠

Any proposal that does not adhere to the requirements of the **Response Format and Organization** section may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

Offerors should accurately complete all required forms, adhering to the provided format and any specific instructions within each form. Failure to comply may result in disqualification.

The City requires the following documents to ensure a comprehensive and equitable evaluation process. **Mandatory documents** must be included in every proposal. **Desirable documents** should also be provided; if any are missing, Purchasing may request them prior to evaluation. Proposals lacking **rated documents** will receive a score of zero for the corresponding evaluation criteria. If the offeror has proposed edits to the draft contract, they must be submitted as a separate attachment.

Attachment	Form	Value
Attachment A	Proposal Cover Page, Declaration, & Checklist	Desirable
Attachment B	Campaign Contribution Disclosure Form	Mandatory

Attachment C	Conflict of Interest	Desirable
Attachment D	Non-Collusion Affidavit	Desirable
Attachment E	Key Personnel Proposal Form	Desirable
Attachment F	Project Cost Proposal Form	Rated
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format	Desirable
Attachment G1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment G2	Value Added Plan (VA)	Rated
Attachment H	Reference List	Desirable

IV. EVALUATION

The Evaluation Committee will evaluate and score proposals based on the information provided in this document and the Offerors' demonstrated understanding of the RFP's objectives. Attendance at the Pre-Proposal Meeting is strongly recommended, as it will help Offerors understand the key information required in their proposals and provide a detailed explanation of the evaluation process.

Proposals will be evaluated according to the criteria listed below, which have been identified as critical to the success of the projects.

No.	Rating Criteria	% Point Values
1	Scope/Level of Expertise Plan (SC/LE)	35
2	Value Added Plan (VA)	5
3	Cost Proposal	35
4	Interview	25
5	Local Preference	3% or 6% of the total available points*

*See local preference requirements below

A. DESCRIPTION OF EVALUATION

To ensure that proposals are complete and address all key RFP issues, proposals should adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

- a) **Proposal Cover Page, Declaration, and Checklist:** Offerors will prepare and submit the Proposal Cover Page, Declaration, and Checklist (Attachment A).
- b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. Offerors should provide the name of their Primary Project Lead (the personnel should be the person who will be interviewed if shortlisted) that offerors propose to execute the project pursuant to a resultant contract.
- c) **Project Cost Proposal Form.** Offerors should prepare and submit cost proposals and breakout (see Attachment F). Attachment F should be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information. Any financial information associated with a Value Add (Attachment G2) can be included in that section.

- d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).
- i. Purpose of PC Submittal
 - i. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand intent of this RFP and the resultant contract.
 - ii. Provide high performing offerors with the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.
 - ii. PC Submittal Format Requirements
 - i. PC submittals should NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
 - ii. A PC proposal template is included in this RFP. This document should be used by all offerors. Offerors should NOT re-create, re-format, or modify the template in any manner. Offerors should type their responses on the Word template provided.
 - iii. Failure to comply with any of the PC format requirements may result in disqualification.
 - iv. The PC submittal should not contain any marketing information. The submittal should be used to prove to the City that the offeror has expertise for the specific project being proposed on.
 - v. References used in the PC submittal should be listed in the Attachment H Reference List. The Reference List will be used by CPD, the Evaluation Committee, and Procurement Manager after PC submittals are evaluated.
 - iii. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise Plan is to allow Offerors to differentiate themselves based on their technical capabilities and understanding of the City's specific needs. It should summarize the metrics that show the Offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. *In addition to completing the Performance Metrics table on Attachment G (1), offerors should provide a narrative explaining their proposed performance metrics. This narrative should describe how their capabilities and proven track record—which the City will verify through references—align with or exceed the City's sample benchmarks. Offerors should justify any significant differences, highlight unique strengths or advantages, and provide a high-level summary of their proposal to ensure the selection committee can quickly grasp the key aspects of their approach and qualifications.* Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities listed in the SC/LE plan should be included in the proposed base project cost (see Attachments F and G1).
 - iv. Overview of the Value-Added Section – This section allows Offerors to present industry standards, innovative solutions, or unique services that the City may not have included in the RFP but could enhance the project. The Value-Added Plan provides an opportunity to propose additional options or ideas that may benefit the City, with or without changes to cost or revenue.

Offerors should clearly identify:

- i. Any elements the City may have omitted from the scope of work.
- ii. How these value-added options have been successfully implemented in previous projects, supported by verifiable performance data.

Offerors should also specify any cost or time impacts associated with these options. Any financial or revenue-related impacts outlined in the Value-Added Section (Attachment G2) should NOT be included in the proposed base cost (see Attachment F).

- v. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).
- e) Interviews - The Offerors will be required to participate in interviews to confirm/evaluate expertise. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule (or as soon as possible). The individual is required to attend in person or virtual for the interview. A second individual may be present (standby) to clarify their Cost Proposal if needed and/or requested. If interviews are not conducted, then offerors will all receive the full points for the selection criteria.
- f) Local Preferences

Purpose:

The City of Santa Fe recognizes the economic value of supporting local businesses. Local preferences are intended to enhance the competitiveness of local businesses in the procurement process, in alignment with the City's Procurement Manual and applicable ordinances. These preferences are applied to promote local economic growth while adhering to the governing laws and regulations.

Usage:

Local preferences are applied in the evaluation of proposals received in response to the City's RFPs. These preferences are granted to businesses that meet specific qualifications, as outlined below, and can only be applied to procurements funded by the City. They are not applicable to purchases using state, federal, or grant funds.

Application:

1. Local Preference Qualification

- To qualify, an Offeror must attach a Resident Business certification issued by the New Mexico Taxation and Revenue Department to their proposal. This certificate must verify that the business is located within Santa Fe municipal limits.
- Proposals without a valid certification will not be eligible for local preference consideration.

2. Evaluation in the Formal RFP Process

○ Point-Based System:

- Local resident businesses are awarded additional points equivalent to 3% of the total

possible points.

- Businesses with all local resident business subcontractors receive an additional 3% of the total possible points.
- Maximum local preference: 6%.

3. Solicitations Above \$1,000,000

- Proposals from resident businesses are deemed 6% lower than their submitted bid, provided at least 50% of subcontracted services are performed by resident businesses.
- Proposals from non-local resident businesses are deemed 3% lower, provided at least 50% of subcontracted services are performed by resident businesses.

4. Restrictions

- Local preferences are not applicable when federal funds are part of the expenditure or anticipated to be used for the contract.
- If multiple preference certificates are submitted by a vendor, only one preference will be applied per solicitation, as determined by the City.

Additional Information: Applications for Resident Business certification can be downloaded at: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

B. PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA)

There are two revenue controls in the BVA including:

- a) **Best Value Check:** After the prioritization of offerors, if the best value Offeror is within 15% of the next best value cost proposal, the best value Offeror will be prioritized first. If not within the range, the best value Offeror will attempt to justify why they should be awarded the contract. If the justification is clear to the Evaluation Committee, they will move into the clarification period.
- b) **Selection Check:** Before the contract is awarded, an evaluation committee report should be completed and suggest award to the best value Offeror. If the justification is not sufficient, the award may go to the next best valued offeror who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror. Selected proposal should be a proposal that is responsive, responsible, and is the most advantageous to City, as determined by the City in its sole discretion.

C. CLARIFICATION

Following the initial evaluation, the potential best value Offeror may be asked to enter into a Clarification Phase. This crucial phase, guided by Attachment I (Clarification Phase Guide), serves as a 'setting expectations' process to ensure mutual understanding between the City and the Offeror. It provides an opportunity for both parties to clarify any aspects of the proposal and RFP, address identified issues, mitigate risks, and develop a comprehensive Weekly Risk Report (Attachment J). Depending on the outcome of the initial evaluation or the Clarification Phase, the City may request a Best and Final Offer (BAFO). The Offeror will conclude the Clarification Phase with a presentation at the Clarification Meeting, demonstrating a clear and aligned understanding of the project's requirements and expectations.

D. AWARD

The City will notify each offeror in writing of the City's decision.

- a) The City reserves the right to reject any or all proposals and to award more than one offeror and to a offeror other than the lowest-priced offeror. The decision of the RFP award(s) by the City is final.
- b) The City at its sole discretion, may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.
- c) The City reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final award(s) is/are dependent upon the Offeror's Scope of Work (SOW) being acceptable to the City. Proposals and contents provided by the Offeror will be considered contractual obligations. Any new or unique requirements included in the proposal can be added or amended, at the City's sole option, to the final contract. Obligations of confidentiality will be an important condition of resulting contracts. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence unless otherwise allowed by the City.

All Offeror's performance may be tracked by the Department POC through the Weekly Risk Report System (See Attachment J).

ATTACHMENT LIST – List of all attachments included in the RFP

Attachment A	Proposal Cover Page, Declaration, & Checklist
Attachment B	Campaign Contribution Disclosure Form
Attachment C	Conflict of Interest
Attachment D	Non-Collusion Affidavit
Attachment E	Key Personnel Lead Form
Attachment F	Project Cost Proposal Form
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format
Attachment G (1)	Scope / Level of Expertise Plan (SC/LE)
Attachment G (2)	Value-Added Plan (VA)
Attachment H	Reference List
Attachment I	Clarification Phase Guide
Attachment J	Weekly Risk Reporting System Guide
Attachment K	Draft Contract

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror should complete and submit this Attachment. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

- | | | |
|--------------------------|------------------|--|
| ☐ | Attachment A | Proposal Cover Page, Declaration & Checklist |
| ☐ | Attachment B | Campaign Contribution Disclosure Form |
| ☐ | Attachment C | Conflict of Interest |
| ☐ | Attachment D | Non-collusion Affidavit |
| ☐ | Attachment E | Key Personnel Lead Form |
| ☐ | Attachment F | Project Cost Proposal Form |
| ☐ | Attachment G | Project Capability Submittal (LE, RA, VA) Checklist and Format |
| ☐ | Attachment G (1) | Level of Expertise (LE) Plan |
| ☐ | Attachment G (2) | Value Added (VA) Plan |
| ☐ | Attachment H | Reference List |
| | Attachment K | Redlined Contract Template (if applicable) |

RFP # 25160

Phone Number

Company Name

Mailing Address

FEIN

City and Country

NMBTIN (fka CRS)

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
Email			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they should be identified.

3. Use of subcontractors (Select one):

- ☐ No subcontractors will be used in the performance of any resultant contract, OR
☐ The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors and Draft Contract contained in this RFP; and
 - I acknowledge receipt of all amendments to this RFP, if any.

_____, 20____
Authorized Signature and Date (*Should be signed by the individual identified in item #2.A, above.*)

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

THIS FORM MUST BE INCLUDED IN THE RFP AND MUST BE SUBMITTED BY ANY OFFEROR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money, or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of

their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

“Pendency of the procurement process” means the time between the public notice of the RFP and ending with the award of the contract or the cancellation of the RFP.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in NMSA 1978, Sections [13-1-28](#) through [13-1-199](#).

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

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

Alan Webber, Mayor
Councilor Signe I. Lindell, District 1, Pro Tem
Councilor Alma Castro, District 1
Councilor Carol Romero-Wirth, District 2
Councilor Michael Garcia, District 2
Councilor Lee Garcia, District 3
Councilor Pilar F.H. Faulkner, District 3
Councilor Amanda Chavez, District 4
Councilor Jamie Cassutt, District 4

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign, and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16 et seq and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the authorized representative, all key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest. Each key personnel must also certify that there is no conflict of interest in connection to this RFP and/or resultant contract. If there is a conflict with the Project, then the authorized representative and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the authorized representative makes an immediate and full written disclosure to the City that includes a description of the action taken to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. If Offeror's personnel was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded as a result of this RFP. For the duration of this firm's involvement in the resultant contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is proposing or associated with an or Offeror on the contract.

I certify that this firm will keep all procurement and contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the contract. I understand that if this firm leaves this agreement before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the CPO, via email, purchasing@santafenm.gov immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the proposal may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, sign, and return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

ATTACHMENT E – KEY PERSONNEL LEAD FORM

Offeror Key Personnel Lead:

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Total Cost Proposal: _____

All amounts provided should include all overhead; labor, materials, equipment, transportation, configuration, installation, training, and profit to provide the goods and/or services described in the evaluation section of this RFP.A by any current RFP amendments for the period specified).

Please provide per-unit pricing for each firefighter for the line items listed below. Each exam must include all services outlined in the scope of work. If a firefighter does not receive the full exam, the Lab Work, DOT Physical, and Exercise Physiology Screening should be treated as à la carte options and priced individually.

#	Line Items	Cost (per item)	Line-item Cost
1	Physical Exams	\$	\$
2	Labs and Diagnostics	\$	\$
3	DOT Physical	\$	\$
4	Sub VO2 Max testing	\$	\$
5	Ultrasound Cancer Screening	\$	\$
6	Other	\$	\$
7		\$	\$
		Total Cost	\$

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror should complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 4-page PC Submittal limit. Failing to answer or answering “No” to any of the questions below may result in disqualification.

1. Is your PC Submittal (attachments G1, & G2) a total of 4 pages or less (2 page maximum per document)? ☐ Yes ☐ No
2. Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is? ☐ Yes ☐ No
3. Do you understand that you should use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses? ☐ Yes ☐ No
4. Do you understand that the contents of PC Submittal will become part of the Contract? ☐ Yes ☐ No
5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements? ☐ Yes ☐ No

ATTACHMENT G (1) – SCOPE/LEVEL OF EXPERTISE PLAN (SC/LE)

Instructions:

- Offerors **should use this template** to provide their project performance metrics for each requirement.
- Each reported metric **should be supported by a reference** listed in **Attachment H: Reference List**, with the corresponding reference number indicated in the "Ref #" column.
- Offerors may add additional performance metrics that differentiate their qualifications.
- **Offerors should NOT modify the prefilled sample data** or exceed the **2-page limit** for this section.
- **Offerors should NOT include any identifying information** in this submission.

The **City of Santa Fe Sample** column provides reference figures based on anticipated project needs. Offerors should enter their actual experience metrics in the **Offeror's Project Performance** column.

Scope Description:

In addition to completing the table below, offerors should provide a narrative explaining their proposed performance metrics. This narrative should describe how their capabilities and proven track record—which the City will verify through references—align with or exceed the City's sample benchmarks. Offerors should justify any significant differences, highlight unique strengths or advantages, and provide a high-level summary of their proposal to ensure the selection committee can quickly grasp the key aspects of their approach and qualifications.

***Note: the instructions above may be deleted from this form to allow for more room to respond.**

Performance Metrics

Requirement	City of Santa Fe Sample	Offeror's Project Performance	Ref #
Years of experience providing physicals	5	[Enter value]	[#]
# of contracts with entities for physicals	1	[Enter value]	[#]
# of contracts with government entities for physicals	1	[Enter value]	[#]
Number of individuals served over the last five years	5000	[Enter value]	[#]
Average Budget (\$) Per Contract	~\$600,000	[Enter value]	[#]
Average Contract Duration (Years)	4	[Enter value]	[#]
The maximum number of onsite evaluations the Offeror can perform per day	10	[Enter value]	[#]
The number of staff available for onsite service delivery.	3	[Enter value]	[#]
Onsite events per year	1	[Enter value]	[#]
Events where offeror would travel to client	1	[Enter value]	[#]
Customer Satisfaction (?/10)	10/10	[Enter value]	[#]

Offerors may provide additional performance metrics that highlight their expertise. Each metric should be supported by a professional reference in **Attachment H**.

Additional Criteria	Offeror's Project Performance	Ref #
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]

ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Instructions:

- Offerors **should use this template.**
- The Value-Added Plan should identify any **value-added options or ideas that may benefit the City.** The value-added claims should be prioritized (identify the most important claims first).
- The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 2-page limit for this section.**
- Offerors should NOT include any identifying information in the Plan.
- Information supported by an indicated reference should have a corresponding reference listed in Attachment H: Reference List.
- Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

***Note: the instructions above and the example in table below may be deleted from this form.**

#	Value Added	Cost	Delay	Impact	Ref #
0	Example: Provide telecommunication services for physical updates and emergency calls	5%	0	Increased cost by 5%	1
1	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
2	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
3	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
4	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
5	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
6	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]

ATTACHMENT H – REFERENCE LIST

Instructions:

- Offerors **should use this template.**
- The Reference List’s “Ref #” should correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans.
- All references cited should have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by City.
- Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

Ref #	Client Name	POC Name	Email	Phone	Project Cost	Duration
0	Example :Client A	POC Name A	A@gmail.com	(###) ### - ####	\$ 1,800,000	1/1/2020 - 5/1/2020
1	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
2	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
3	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
4	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
5	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
6	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
7	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
8	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
9	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
10	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]

ATTACHMENT I – CLARIFICATION PHASE GUIDE

1. OVERVIEW

- a. Purpose: The Clarification Phase is designed to refine the selected Offeror's proposal and ensure a clear understanding of project requirements before contract execution. This phase is not a negotiation of cost/fee/financial rates, project durations, or project team composition, unless specifically requested by the City by following the BAFO process. The Clarification phase commences upon notification of the highest-ranked Best Value Offeror(s) and concludes with the final presentation to the City, after all identified issues have been addressed and updates provided through BAFO. If the City determines, at any point during the Clarification Phase, including after the First Clarification Meeting and Clarification Summary Meetings, that the proposal does not adequately meet the City's needs based on the requirements set forth in this RFP, the City may proceed with a Clarification Phase with the next highest-ranked Offeror. Upon successful completion of the Clarification Phase and receipt of all required documentation, the City may proceed to contract award.
- b. Objective and Performance: The City's objective is to maximize the value and effectiveness of the products/services without increasing the Offeror's proposed price, while ensuring high customer satisfaction. The Offeror's performance will be evaluated based on these factors throughout the contract period. The Offeror is expected to proactively manage project risks, utilizing a selected tool such as the Weekly Risk Report (WRR) to mitigate potential issues.
- c. Responsibilities: The Offeror is responsible for demonstrating a comprehensive understanding of the project scope and clearly defining their deliverables. The Offeror is also responsible for identifying and mitigating project risks. The City is responsible for communicating any concerns or issues to the Offeror before contract execution.
- d. Deliverables: The Clarification Phase requires the Offeror to provide the following deliverables, which will form the basis of the final contract:
 - a. A detailed project plan outlining all phases of work.
 - b. An integrated cost/time schedule for tracking project deviations.
 - c. A simplified milestone schedule for non-technical stakeholder tracking.
 - d. A Cost Proposal presented in both milestone schedule and major area formats.
 - e. Meeting minutes documenting the Offeror's risk mitigation plans for identified risks.
 - f. A finalized Weekly Risk Reporting System (WRRS, Attachment F) for tracking project implementation and delivery. Project work shall not commence without an approved Purchase Order (PO) and a completed WRR (if requested). If requested, the Offeror will be responsible for updating and distributing the WRR to all stakeholders on a weekly basis, including: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, and 4) risk mitigation and other performance metrics.

2. PRE-PLANNING AND COORDINATION

- a. **Supporting Documentation:** The City may request supporting documentation to verify information provided in the Offeror's proposal prior to the Clarification Phase.

First Clarification Meeting: The Offeror is required to attend a First Clarification Meeting to present their proposal, address City concerns, and introduce project stakeholders. The Offeror shall:

- i. Ensure all relevant City stakeholders and participants are invited.
 - ii. Present the detailed scope of services, including schedule, cost, and deliverables.
 - iii. Clearly define the City's responsibilities.
 - iv. Propose a finalized Weekly Risk Report (WRR) format.
 - v. Address questions and concerns from City stakeholders.
 - vi. Document and address concerns, issues, and comments from City stakeholders.
 - vii. Propose a schedule for finalizing the Clarification Phase and contract documents.
- b. **Post-Meeting Activities:** Upon successful completion of the First Clarification Meeting, the Offeror may be required to:
 - c. Conduct additional site visits or investigations.
 - d. Coordinate with all parties involved in project delivery.
 - e. Develop and document mitigation strategies for identified concerns and issues.
 - f. Finalize the Clarification Document, including the contract, WRR, payment schedule, and scope of work.

3. CLARIFICATION DOCUMENT

The final Clarification Document should include:

- a. **Executive Summary:** A concise summary of the project scope, clearly delineating in-scope and out-of-scope items.
- b. **Finalized Scope Documents:** Detailed descriptions of project tasks and methodologies.
- c. **Simplified Metrics:** Clear and measurable descriptions of project deliverables.
- d. **Detailed Scope Descriptions:** A comprehensive breakdown of all actions required by the Offeror, City, and stakeholders, including detailed and milestone schedules.
- e. **Finalized Weekly Risk Report (WRR) Format.**
- f. **Project Financial Summary:**
 - a. The Offeror's Original Price Proposal.
 - b. A list of agreed-upon Value-Added Options and their price impacts.
 - c. A list of agreed-upon Scope Changes or Additional Work and their price impacts.
 - d. A detailed Price Breakout and Payment Schedule.
- g. **Project and Emergency Contact List.**
- h. **PowerPoint Presentation:** A presentation summarizing the project scope, including cost, time, deliverables, and acceptance criteria.

4. FINAL CLARIFICATION MEETING

- a. Purpose and Format: The Final Clarification Meeting is a summary presentation of the agreements reached during the Clarification Phase. This is not a question-and-answer session; all questions and coordination should be completed prior to this meeting.
- b. Presentation and Documentation: The Offeror shall present a comprehensive overview of the contract period, including coordination and planning activities. The Offeror shall provide all required documentation, including a clear description of the City's responsibilities. The Offeror must demonstrate that all risks have been adequately mitigated. The presentation and meeting minutes (if applicable) will be incorporated into the final contract.

ATTACHMENT J – WEEKLY RISK REPORTING SYSTEM GUIDE

Overview

The City may choose to use the Weekly Risk Reporting System (WRRS) or something similar. This is a companion to the Quality Control Plan that is created by the best value Offeror during the Clarification Phase. The report serves as a tool for the City in analyzing the performance of the Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the WRRS is to allow the Offeror to document and manage all risks that occur throughout a project. Risk is defined as anything that might impact the project scope, cost, and schedule. This includes risks that are caused by the Offeror (or entities subcontracted by the Offeror), and risks that are caused by City (scope changes, unforeseen conditions, etc.). The City's Project Manager may also require the Offeror to document risks that may impact the City satisfaction.

Submission

The weekly report is an Excel file that should be submitted every week. The report is due every week once the Contract Award is issued, until the Project is 100% complete (and final payment is made). The Excel spreadsheet will be available from the City upon request.

The completed report should be saved using the date and name of the Project given by the City (Format: YYMMDD_Project Name; For example, 'HCM Project' for the week ending Friday, Oct 7, 2021, should be labeled '211007_HCM Project'). Weekly Reports are to be emailed by Monday.

The weekly risk report consists of reporting the project performance metrics, cost, scope changes or unforeseen events that are risks to the project in terms of scope and cost deviations, or City satisfaction including any risks that could potentially develop into an issue. When a new risk is identified, it is added to the weekly risk mitigation log.

When a risk has become an issue and causes deviation to project cost, time or quality, it is added to a project deviations log, along with the following: Identification date (date the issue was identified), plan to resolve issue, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

As deviations arise that warrant attention, the Offeror should not wait to submit the weekly risk report. The Offeror should contact the City if there are any risks or potential risks identified that are or could be rated at a high level. When a risk is eliminated or the issue is resolved, the actual date of elimination or resolution must be listed.

The City will analyze the reports for accuracy and timeliness. The reports will be used in part by the City to determine the overall final performance rating of the Offeror (and its team).

ATTACHMENT K - DRAFT CONTRACT

The Draft Contract (get current template prior to submitting this RFP for review https://intranet.santafenm.gov/all_forms_1) must be as complete as possible, including all City/Federal Terms, Conditions, Detailed Scope of Work, Definitions, etc. This does not preclude the City from negotiating the final contract terms and conditions during the negotiation period.>

<The paragraph below must remain in this Attachment as notice to all Offerors.>

The draft included in this Attachment represents the contract/price agreement the City intends to use to make an award/awards. The City of Santa Fe reserves the right to modify (as necessary) the draft prior to or during the award process.

The City's contract with the selected contractor will follow the City's standard format and include the terms in the Draft Contract. The City reserves the right to negotiate additional provisions. The RFP and the awarded proposal will be incorporated into the final contract.

Exceptions to contract terms are discouraged and may lead to rejection if they are deemed conditional, deficient, or require significant revisions. If an Offeror proposes changes, they must provide a separate document called Contract Edits, cite the specific sections of the Draft Contract they wish to modify, provide alternative language, and justify the proposed changes. General references to the Offeror's terms or complete substitutions of the Draft Contract are not allowed and will result in disqualification.

Offerors must submit any proposed modifications with their proposal, clearly identifying the affected sections of the Draft Contract. If no changes are proposed before selection, the Offeror agrees to the contract terms as stated. Contract negotiations will only address terms proposed during the RFP process and will not allow further amendments to the proposal.

Date: November 18, 2025

To: Governing Body

From: Tim Farrell, Interim Facilities Division Director *Timothy Farrell*

Via: Sam Burnett, Interim Public Works Department Director 
Brian Moya, Fire Chief *BRIAN MOYA* JOHN BURNETT (Nov 19, 2025 17:51:46 MST)

Subject: Capital Appropriation Agreement Project 25-J4366 for Fire Station Facilities

ACTION:

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

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

BACKGROUND AND SUMMARY:

The City of Santa Fe has been awarded Capital Appropriation Project 25-J4366 in the amount of \$247,500 to plan, design, construct, renovate, furnish, and equip fire station facilities in Santa Fe. The Facilities Division is working with the Fire Department to identify necessary improvements to existing fire station facilities.

This appropriation does not require an allocation for Art in Public Places (AIPP) and the total of \$247,500 is available for project budget allocation. All funds are expected to be expended prior to the June 30, 2028, reversion date.

The Agreement designates Mayor Alan Webber as the official representative in all matters related to the project and requires Governing Body review and approval.

ATTACHMENTS:

Grant Agreement NMDFA 25-J4366
PLID Form
BAR

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 158, Section 368, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J4366 ("Project")** 6/30/2028 ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 368, Two Hundred Forty-Seven Thousand Five Hundred Dollars And No Cents, \$247,500.00, The unexpended balance of the appropriation to the local government division in Subsection 492 of Section 28 of Chapter 66 of Laws 2024 to plan, design, construct, furnish and equip fire station 2, including related infrastructure, in Santa Fe in Santa Fe county shall not be expended for the original purpose but is changed to plan, design, construct, renovate, furnish and equip fire station facilities in Santa Fe in Santa Fe county..
- B. Grantee's total reimbursements shall not exceed \$247,500.00 Two Hundred Forty-Seven Thousand Five Hundred Dollars And No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 Zero Dollars and No Cents, which equals \$247,500.00 Two Hundred Forty-Seven Thousand Five Hundred Dollars And No Cents ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:
- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.

- c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster

Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or

- d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
 - a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
 - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:

- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
 - a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

- Q. **Publicity:** Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, “**Publicity**” means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, “Public Relations” includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. **Data Sharing:** The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State’s organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. **Venue and Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signature

Date

Chief Financial Officer, Mackie Romero:

Signature

Date

Local Government Division Director, Cecilia Mavrommatis:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

(Title)

(Print Name)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

ATTEST:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

Signature

(Print Name)

(Title)

Date

As To Legal Form And Sufficiency

Kevin L. Nault
Kevin L. Nault (Oct 2, 2025 17:45:33 MDT)

Signature

Kevin L. Nault

(Print Name)

Oct 2, 2025

Date

Assistant City Attorney

(Title)

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including State, if applicable)

City, State, Zip

C. Contact Name/Phone #: _____
D. Grant No.: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: \$ 0.00
C. AIPP Amount (if Applicable): \$ 0.00
D. Funds Requested to Date: \$ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount (if applicable): \$ 0.00
G. Grant Balance: \$ 0.00
H. ☐ Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

- ☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- ☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- ☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Emily K. Oster

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date:

Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

1 of 2

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data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.



City of Santa Fe New Mexico

Finance Department



Project Ledger Request Form

Date of Request: 10/27/2025

Project Title: Fire Station Facilities Improvements

Project Type: ☒ CIP ☒ Grant ☐ Internal Tracking

Department: Public Works Project Manager: Various PMs Ext: 5930

Project Date Range: 10/27/2025 to 06/30/2028

Project ID: CIP2432001

Grant ID: S2430/S2559

Approved By: ERIKA LUJAN
ERIKA LUJAN (Oct 28, 2025 12:50:16 MDT)

CMT (Finance Use Only)

FORM SUBMITTED BY D CALABAZA

☐ Create Fixed Asset

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDFA 25-J4366 % of Funding: 100 ERIKA LUJAN
ERIKA LUJAN (Nov 24, 2025 08:27:08 MST)

MUNIS ORG: 3209980 MUNIS OBJ: ~~490150~~ 490210 Awarded Amount: \$247,500

Funding Source: NMDFA 25-J4367 % of Funding: _____

MUNIS ORG: 3209980 MUNIS OBJ: 490210 Awarded Amount: \$3,955,050.00

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Construct MUNIS ORG: 3209980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable): GRANTS/PROJECT WERE COMBINED PER HC REQUEST 2/10/25

Grantor Name: REAUTHORIZED 25J4366 (OLD 24-13134) Awarded Amount: 247,500.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: REAUTHORIZED 25J4367 (OLD 23H3201) Awarded Amount: 3,955,050.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

(If grants please provide all grant award documents with form)

☒ Attached Grant Documentation

Log # {Finance use <u>only</u> } :	
Journal # {Finance use <u>only</u> } :	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Public Works / Facilities				DATE 11/17/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
WIP Construction	3209980	572970	CIP2432001	247,500	
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
NMDFA 25-J4366 - Fire Station Facilities	3209980	490210	CIP2432001	(247,500)	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ -	\$ -

DFA Grant Award 25-J4366 For Fire Station Facilities Improvements in the total amount of \$247,500		{Complete section below if BAR results in a net change to ANY Fund} <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">Fund(s) Affected</th> <th style="width: 30%;">Fund Balance Increase/(Decrease)</th> </tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr> <td style="text-align: right;">TOTAL:</td> <td style="text-align: center;">0</td> </tr> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)							TOTAL:	0
Fund(s) Affected	Fund Balance Increase/(Decrease)											
TOTAL:	0											
Reversion date 6/30/2028												

De Alva Calabaza	11/17/2025	{Use this form for Finance Committee/ City Council agenda items ONLY}	<i>Andy Hopkins</i> Budget Officer	
Prepared By {print name}	Date	CITY COUNCIL APPROVAL City Council Approval Date Agenda Item #:	Date	
<i>Carol Svenson</i>	Date		Finance Director {≤ \$5,000}	Date
Business Operations Manager Signature	Date		City Manager {≤ \$60,000}	Date
 JOHN BURNETT (Nov 19, 2025 17:51:46 MST)		Department Director Signature		

Packet GB_Grant 25-J4366 Fire Stations \$250k

Final Audit Report

2025-11-20

Created:	2025-11-19
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3PhKZ3WOKXBN4GTMsTcqX-vJML81p0d9

"Packet GB_Grant 25-J4366 Fire Stations \$250k" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-11-19 - 5:48:48 PM GMT- IP address: 63.232.20.2
-  Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2025-11-19 - 5:51:24 PM GMT
-  Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2025-11-19 - 9:30:40 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2025-11-19 - 9:31:13 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature
2025-11-19 - 9:31:15 PM GMT
-  Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)
2025-11-19 - 9:31:28 PM GMT- IP address: 174.218.25.211
-  Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)
Signature Date: 2025-11-19 - 9:31:49 PM GMT - Time Source: server- IP address: 174.218.25.211
-  Document emailed to YVONNE SWENSON (ycswenson@santafenm.gov) for signature
2025-11-19 - 9:31:52 PM GMT
-  Email viewed by YVONNE SWENSON (ycswenson@santafenm.gov)
2025-11-19 - 10:13:10 PM GMT- IP address: 63.232.20.2
-  Document e-signed by YVONNE SWENSON (ycswenson@santafenm.gov)
Signature Date: 2025-11-19 - 10:14:19 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-11-19 - 10:14:21 PM GMT

 Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)

2025-11-19 - 10:14:26 PM GMT- IP address: 62.10.205.21

 Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)

Signature Date: 2025-11-20 - 0:51:46 AM GMT - Time Source: server- IP address: 174.240.18.27

 Agreement completed.

2025-11-20 - 0:51:46 AM GMT

GB Packet_Grant 25-J4366 Fire Stations \$250k - for GRANTS sigs

Final Audit Report

2025-11-24

Created:	2025-11-21
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAsWwL9mFssQFrmnfBoLSTXTnK60aBC0UL

"GB Packet_Grant 25-J4366 Fire Stations \$250k - for GRANTS sigs" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-11-21 - 4:11:30 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-21 - 4:15:32 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-11-21 - 6:05:06 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-11-21 - 6:05:38 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
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-  Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
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-  Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-11-24 - 3:27:08 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-11-24 - 3:27:10 PM GMT
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-11-24 - 5:49:48 PM GMT - Time Source: server- IP address: 63.232.20.2

✔ Agreement completed.

2025-11-24 - 5:49:48 PM GMT



Santa Fe Crime Map

Adult / Juvenile:

All



Map Status:

All

District:

All

Zone:

All

Sector:

All

Created Date:

Last

1

 Months (Calend...

11/1/2025 - 11/30/2025

NIBRS Code:

All

NIBRS Offense:

All

Offense Description:

All

Offense Category:

HOMICIDE OFFENSES

Address:

All

Completion:

All

Switch Map Style
(Heat/Point Map)

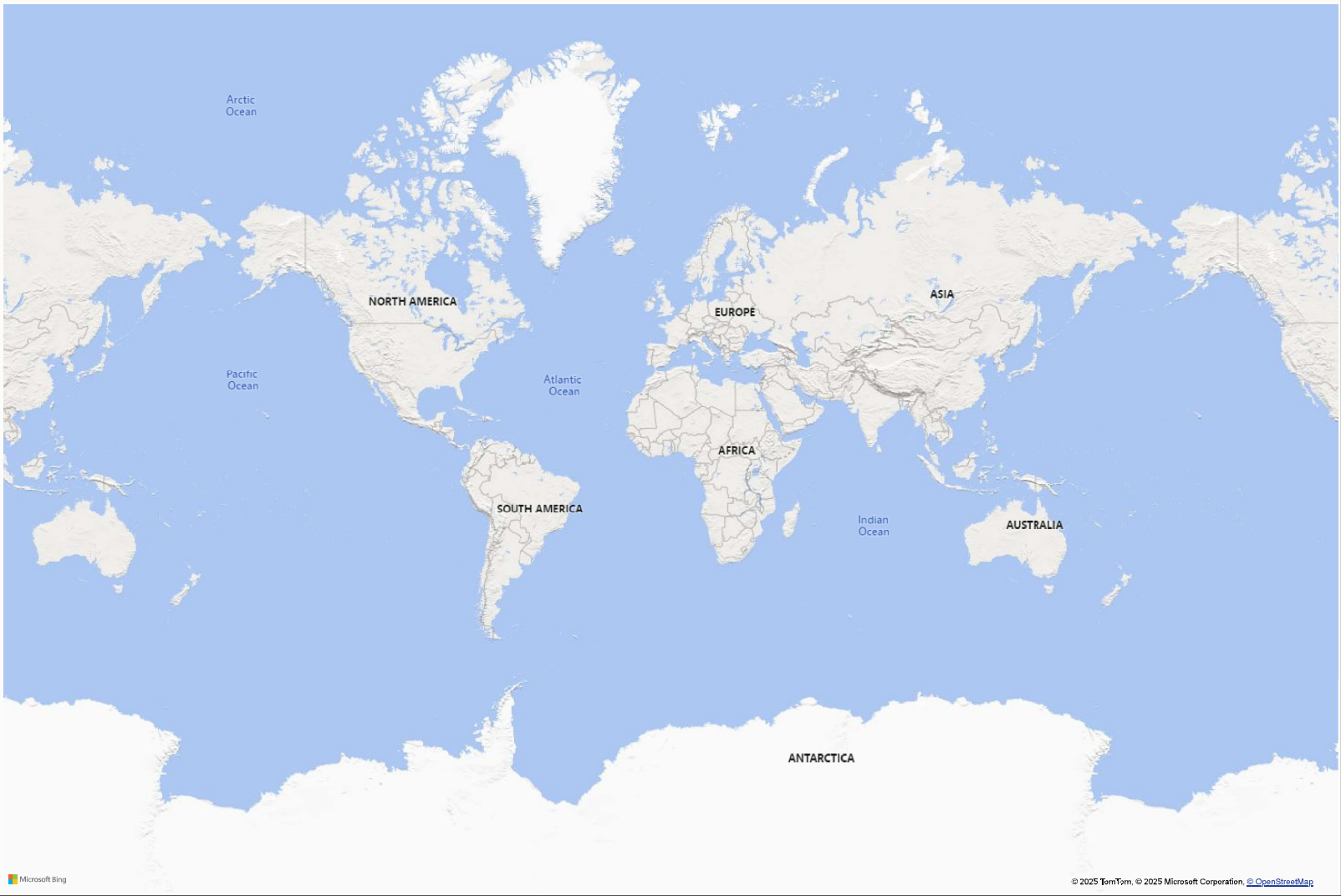
Reset Filters

Total Offenses

--

Total Incidents (May
be Inclusive of
Multiple Offenses)

0



0 offenses mapped. 0 offenses not mapped due to missing and/or incomplete geographic information. Offenses are still counted in other visuals.



Santa Fe Crime Map

Adult / Juvenile:

All



Map Status:

All

District:

All

Zone:

All

Sector:

All

Created Date:

Last 1 Months (Calendar)



11/1/2025 - 11/30/2025

Switch Map Style
(Heat/Point Map)

NIBRS Code:

All

NIBRS Offense:

All

Offense Description:

All

Offense Category:

ASSAULT

Address:

All

Completion:

All

Reset Filters

Total Offenses

148

Total Incidents (May
be Inclusive of
Multiple Offenses)

125

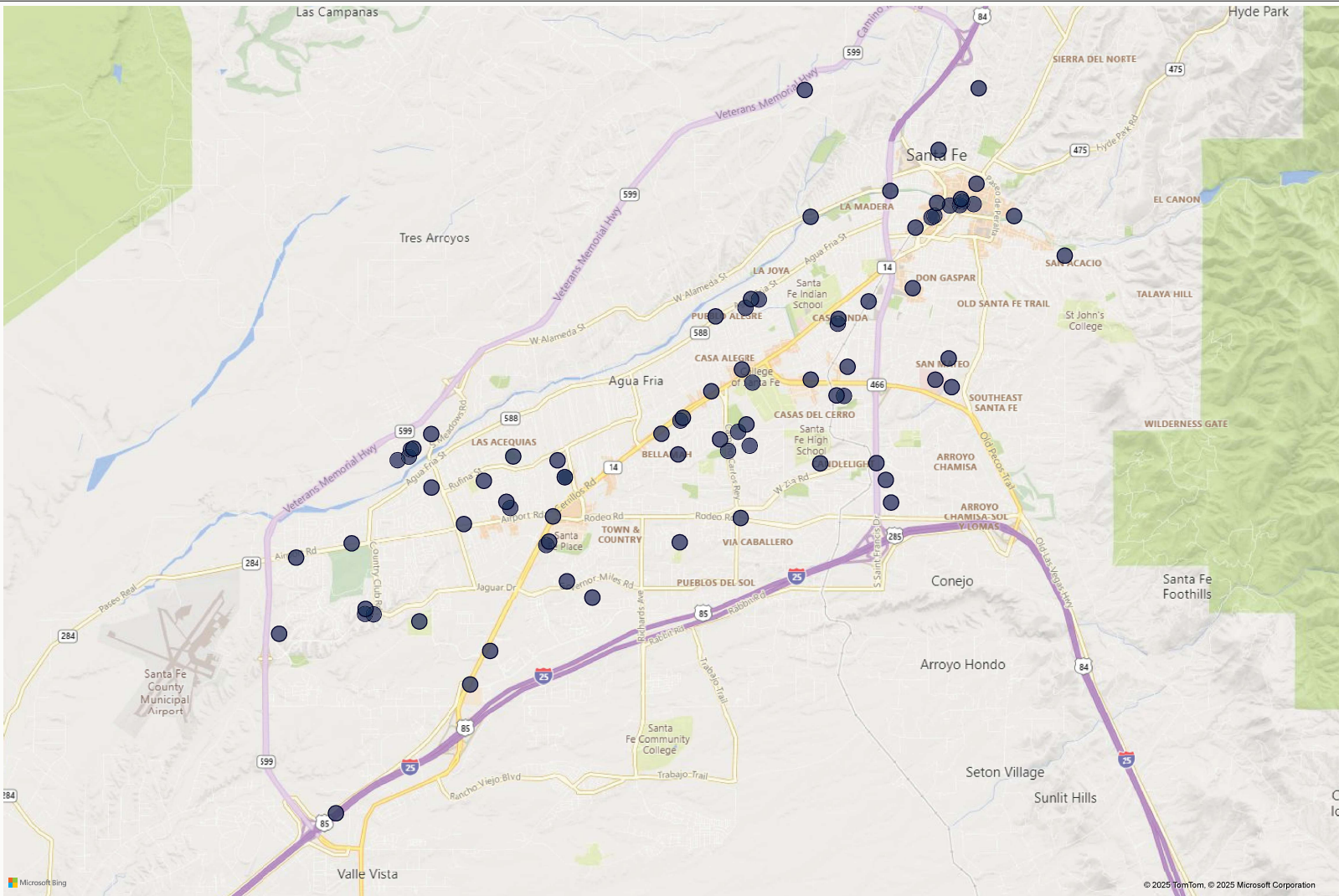
Offense Categories (NIBRS) - Completed

Completion ● COMPLETED

148

ASSAULT

Offense Categories (NIBRS) - Attempted



© 2025 TomTom. © 2025 Microsoft Corporation

100 offenses mapped.

48 offenses not mapped due to missing and/or incomplete geographic information. Offenses are still counted in other visuals.



Santa Fe Crime Map

Adult / Juvenile:

All



Map Status:

All

District:

All

Zone:

All

Sector:

All

Created Date:

Last 1 Months (Calendar)



11/1/2025 - 11/30/2025

Switch Map Style
(Heat/Point Map)

NIBRS Code:

All

NIBRS Offense:

All

Offense Description:

All

Offense Category:

MOTOR VEHICLE THEFT

Address:

All

Completion:

All

Reset Filters

Total Offenses

19

Total Incidents (May
be Inclusive of
Multiple Offenses)

18

Offense Categories (NIBRS) - Completed

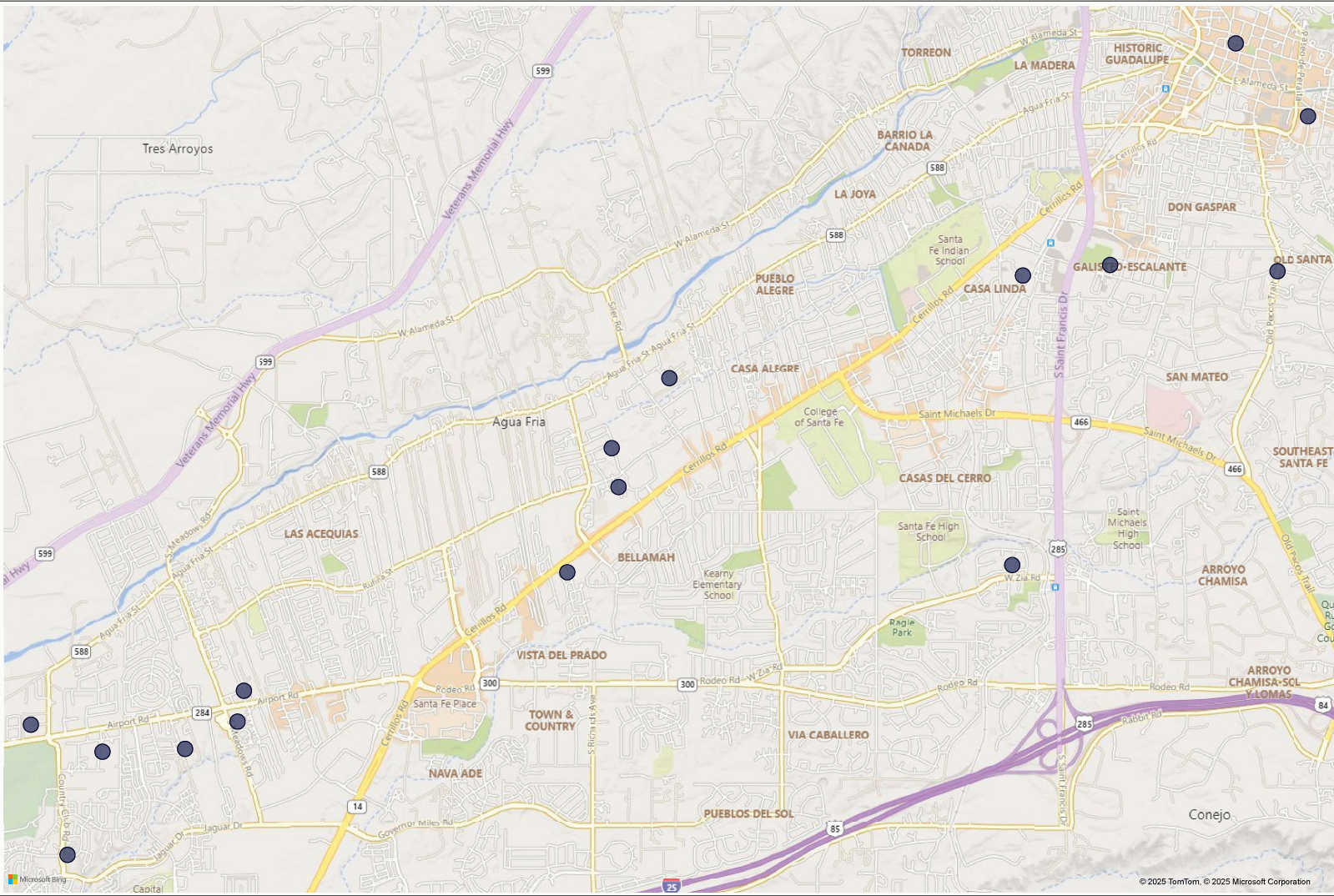
Completion ● COMPLETED

19



MOTOR VEHICLE THEFT

Offense Categories (NIBRS) - Attempted



17 offenses mapped. 2 offenses not mapped due to missing and/or incomplete geographic information. Offenses are still counted in other visuals.



Santa Fe Crime Map

Adult / Juvenile:

All



Map Status:

All

District:

All

Zone:

All

Sector:

All

Created Date:

Last 1 Months (Calendar)

11/1/2025 - 11/30/2025

Switch Map Style
(Heat/Point Map)

Reset Filters

NIBRS Code:

All

NIBRS Offense:

All

Offense Description:

All

Offense Category:

BURGLARY/BREAKING & E...

Address:

All

Completion:

All

Total Offenses

43

Total Incidents (May
be Inclusive of
Multiple Offenses)

42

Offense Categories (NIBRS) - Completed

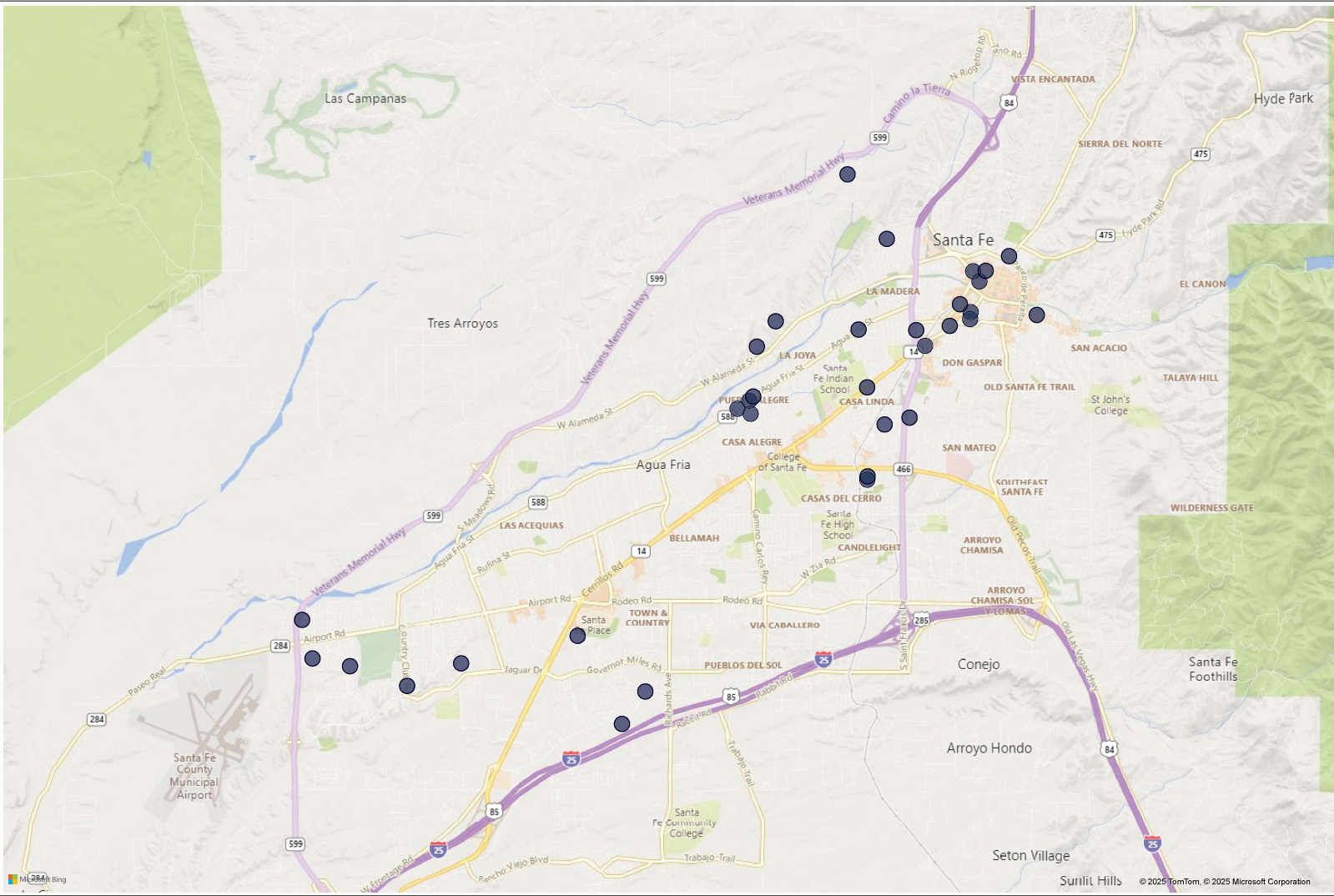
Completion ● COMPLETED

43



BURGLARY/BREAKING &
ENTERING

Offense Categories (NIBRS) - Attempted



36 offenses mapped.

7 offenses not mapped due to missing and/or incomplete geographic information. Offenses are still counted in other visuals.



Santa Fe Crime Map

Adult / Juvenile:

All



Map Status:

All

District:

All

Zone:

All

Sector:

All

Created Date:

Last

1

Months (Calend...



11/1/2025 - 11/30/2025

Switch Map Style
(Heat/Point Map)

NIBRS Code:

All

NIBRS Offense:

All

Offense Description:

All

Offense Category:

ROBBERY

Address:

All

Completion:

All

Reset Filters

Total Offenses

7

Total Incidents (May
be Inclusive of
Multiple Offenses)

7

Offense Categories (NIBRS) - Completed

Completion ● COMPLETED

4

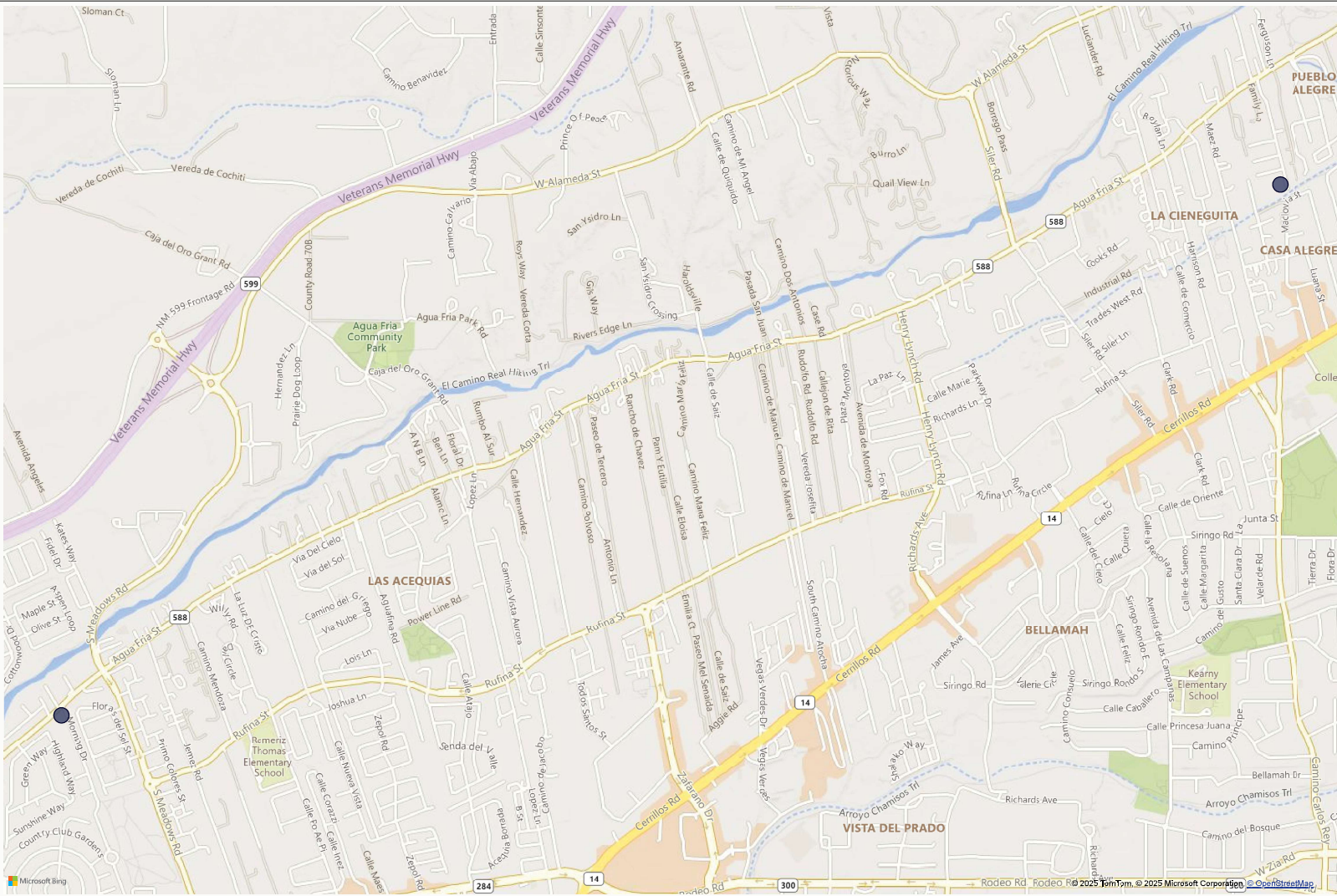
ROBBERY

Offense Categories (NIBRS) - Attempted

Completion ● ATTEMPTED

3

ROBBERY



2 offenses mapped.

5 offenses not mapped due to missing and/or incomplete geographic information. Offenses are still counted in other visuals.



Santa Fe Crime Map

Adult / Juvenile:

All



Map Status:

All

District:

All

Zone:

All

Sector:

All

Created Date:

Last 1 Months (Calendar)



11/1/2025 - 11/30/2025

Switch Map Style
(Heat/Point Map)

NIBRS Code:

All

NIBRS Offense:

All

Offense Description:

All

Offense Category:

SEX OFFENSES

Address:

All

Completion:

All

Reset Filters

Total Offenses

6

Total Incidents (May
be Inclusive of
Multiple Offenses)

6

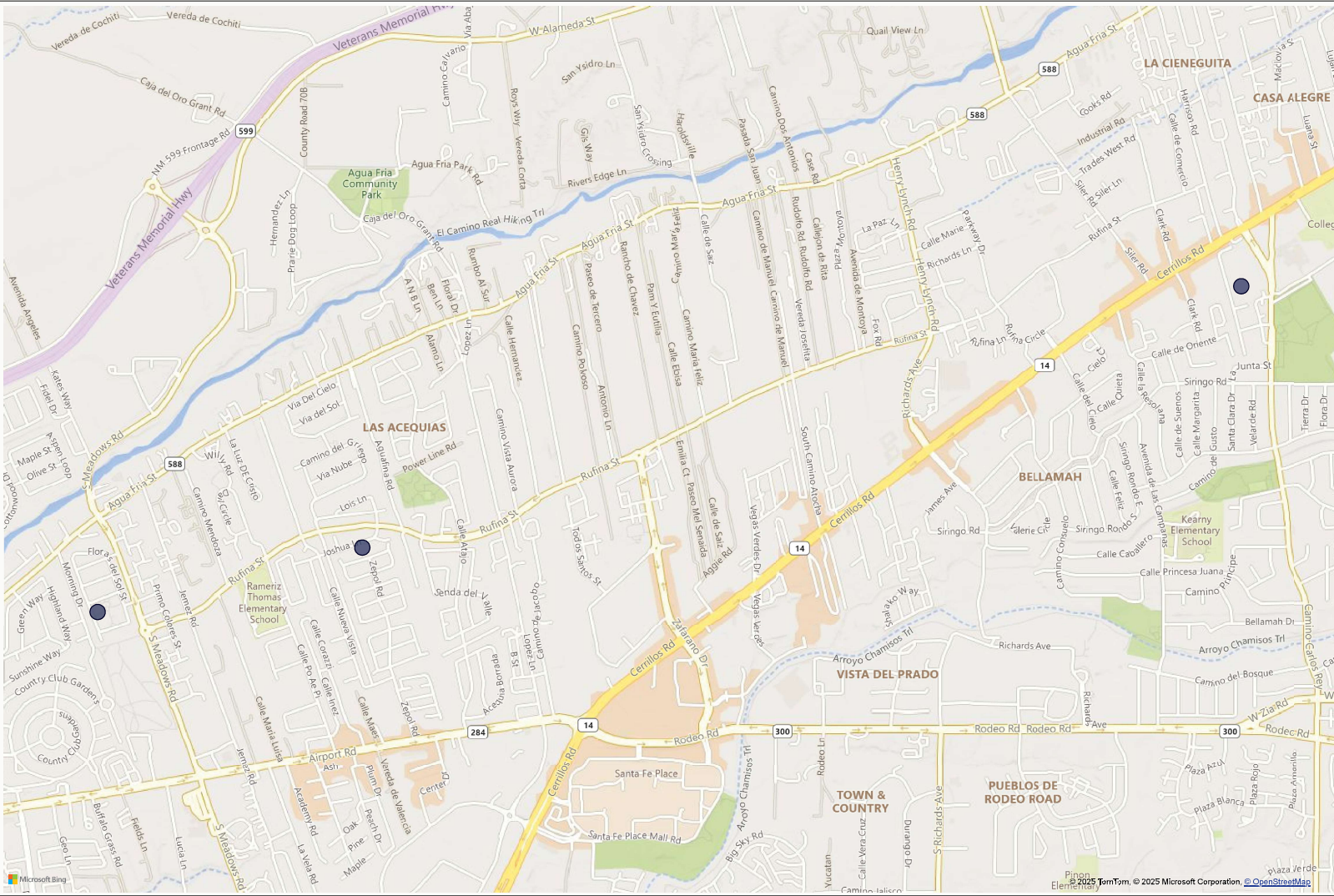
Offense Categories (NIBRS) - Completed

Completion ● COMPLETED

6

SEX OFFENSES

Offense Categories (NIBRS) - Attempted



3 offenses mapped.

3 offenses not mapped due to missing and/or incomplete geographic information. Offenses are still counted in other visuals.



Santa Fe Crime Map

Adult / Juvenile:
All



Map Status: All District: All Zone: All Sector: All

Created Date: Last 1 Months (Calendar icon)
11/1/2025 - 11/30/2025

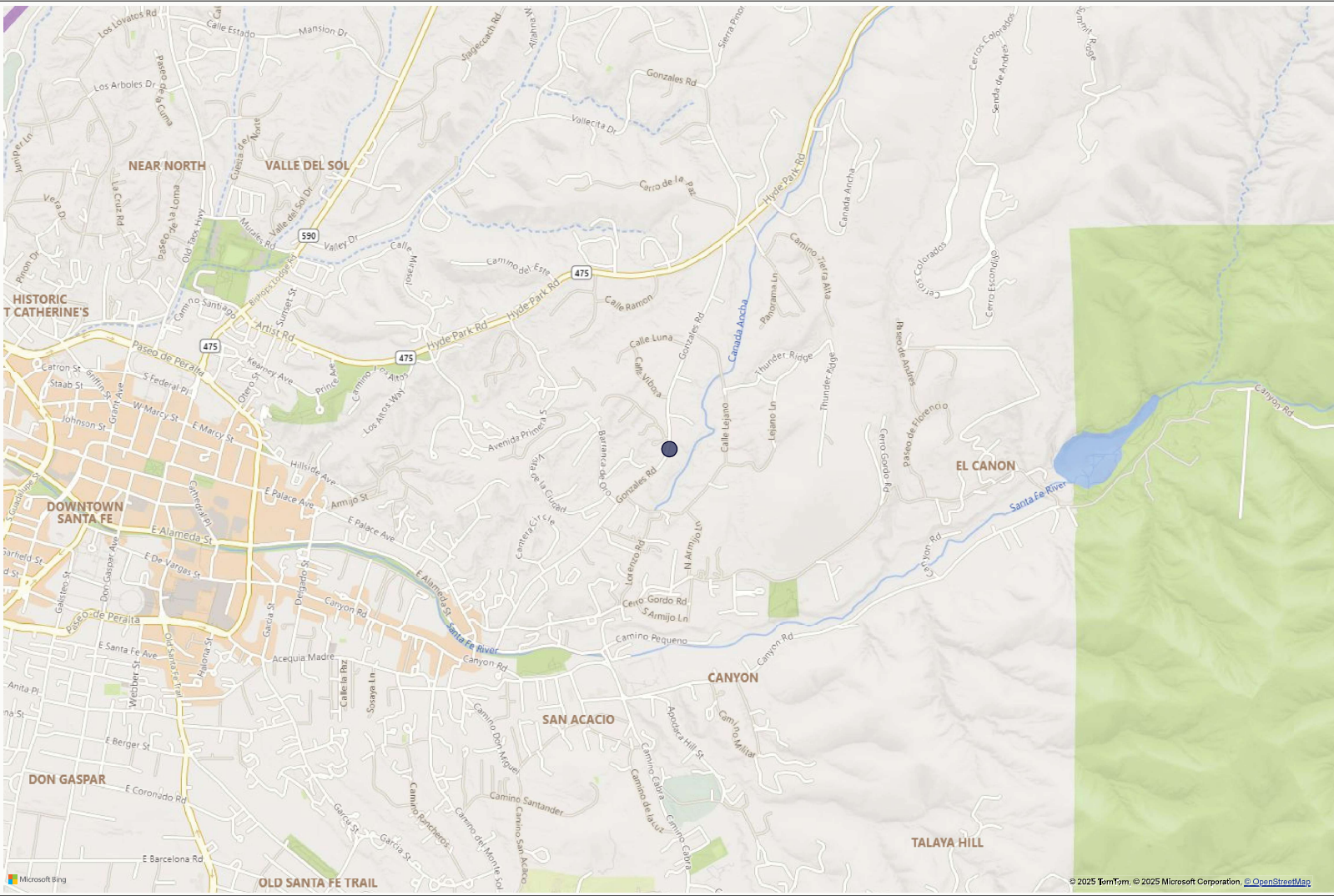
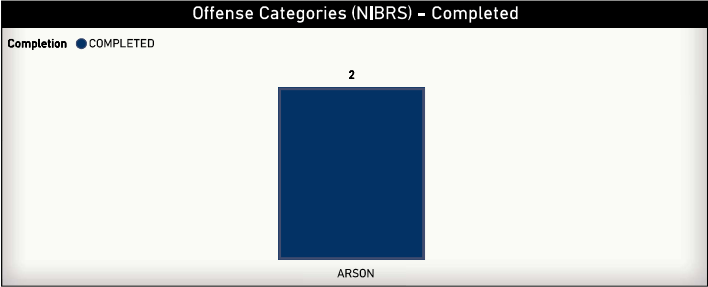
Switch Map Style
(Heat/Point Map)

NIBRS Code: All NIBRS Offense: All Offense Description: All Offense Category: ARSON Address: All Completion: All

Reset Filters

Total Offenses
2

Total Incidents (May be Inclusive of Multiple Offenses)
2



1 offenses mapped. 1 offenses not mapped due to missing and/or incomplete geographic information. Offenses are still counted in other visuals.



Santa Fe Crime Map

Adult / Juvenile:

All



Map Status:

All

District:

All

Zone:

All

Sector:

All

Created Date:

Last 1 Months (Calendar)

11/1/2025 - 11/30/2025

Switch Map Style
(Heat/Point Map)

NIBRS Code:

All

NIBRS Offense:

All

Offense Description:

All

Offense Category:

LARCENY/THEFT

Address:

All

Completion:

All

Reset Filters

Total Offenses

156

Total Incidents (May
be Inclusive of
Multiple Offenses)

155

Offense Categories (NIBRS) - Completed

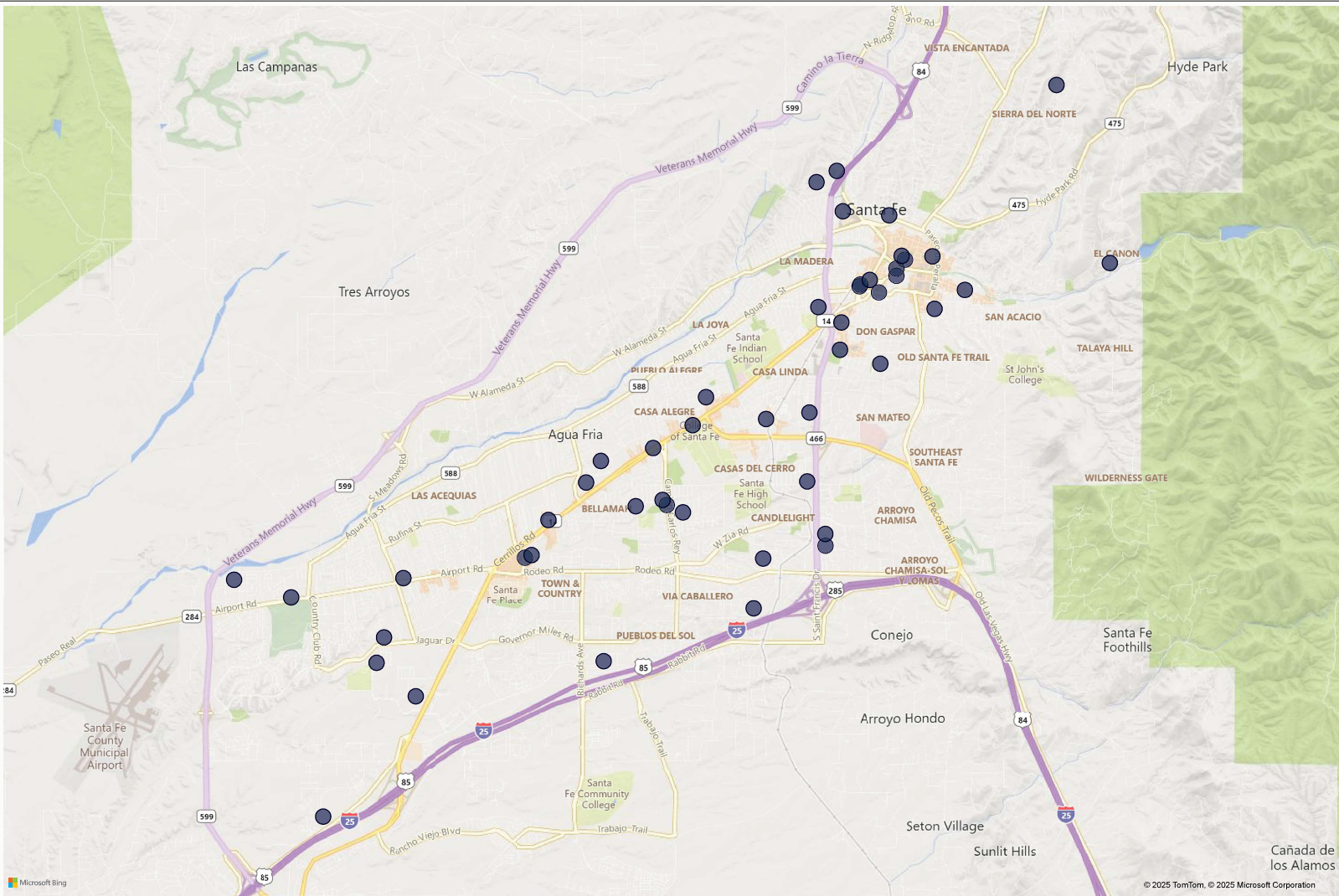
Completion ● COMPLETED

156



LARCENY/THEFT

Offense Categories (NIBRS) - Attempted



58 offenses mapped.

98 offenses not mapped due to missing and/or incomplete geographic information. Offenses are still counted in other visuals.



Santa Fe Crime Map

Adult / Juvenile:

All



Map Status:

All

District:

All

Zone:

All

Sector:

All

Created Date:

Last 1 Months (Calendar)



11/1/2025 - 11/30/2025

Switch Map Style
(Heat/Point Map)

NIBRS Code:

All

NIBRS Offense:

All

Offense Description:

All

Offense Category:

THEFT FROM MOTOR VEHL...

Address:

All

Completion:

All

Reset Filters

Total Offenses

55

Total Incidents (May
be Inclusive of
Multiple Offenses)

55

Offense Categories (NIBRS) - Completed

Completion ● COMPLETED

54

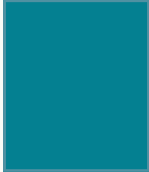


THEFT FROM MOTOR VEHICLE

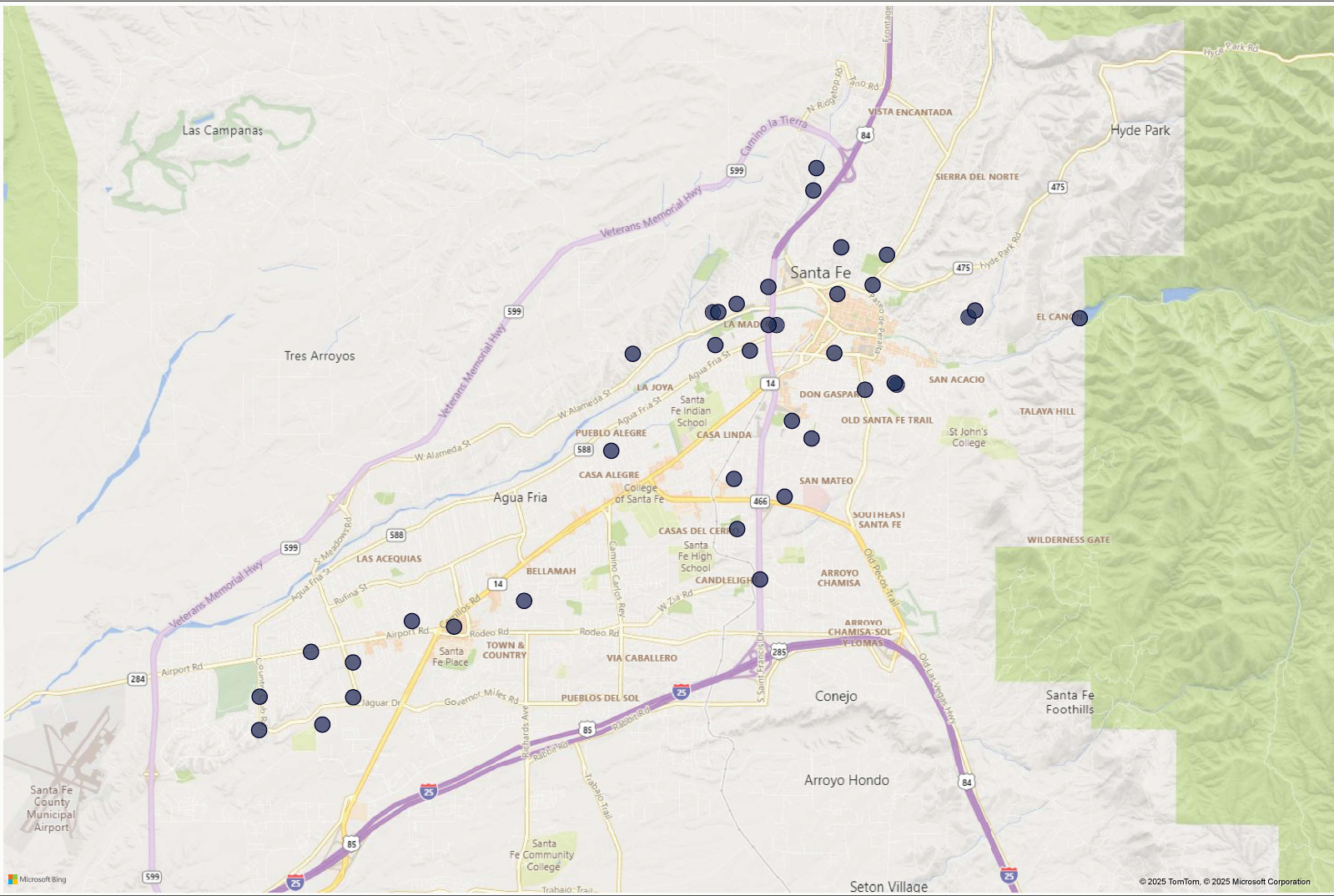
Offense Categories (NIBRS) - Attempted

Completion ● ATTEMPTED

1



THEFT FROM MOTOR VEHICLE



42 offenses mapped. 13 offenses not mapped due to missing and/or incomplete geographic information. Offenses are still counted in other visuals.



Crime Data

01-01-25 to 11-30-25

Base Occurrences

2025	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Homicide Offenses	1	0	1	1	0	0	1	1	1	2	0		8
Robbery	5	5	6	6	5	6	3	9	7	4	4		60
Motor Vehicle Theft	70	37	23	38	33	50	34	26	28	30	19		388
Arson	4	2	1	0	5	4	0	2	1	4	2		25
Sex Offenses, Forcible	4	14	12	10	3	8	9	13	12	7	6		98
Burglary/Breaking & Entering	65	41	51	42	47	53	61	55	63	41	43		562
Larceny/Theft Offenses	268	222	200	215	214	237	243	281	246	258	210		2594
Assault Offenses	170	156	211	190	231	205	207	200	192	189	148		2099

	Prior Month Changes		
	OCTOBER	NOVEMBER	Changes
Homicide Offenses	2	0	-100.00%
Robbery	4	4	0.00%
Motor Vehicle Theft	30	19	-36.67%
Arson	4	2	-50.00%
Sex Offenses, Forcible	7	6	-14.29%
Burglary/Breaking & Entering	41	43	4.88%
Larceny/Theft Offenses	258	210	-18.60%
Assault Offenses	189	148	-21.69%

**denotes an increase

Overall Total

YTD - Year to Year Changes		
2024	2025	Changes
5	8	60.00%
64	60	-6.25%
576	388	-32.64%
18	25	38.89%
91	98	7.69%
723	562	-22.27%
2807	2594	-7.59%
1620	2099	29.57%

2024	2025	Changes
5904	5834	-1.19%

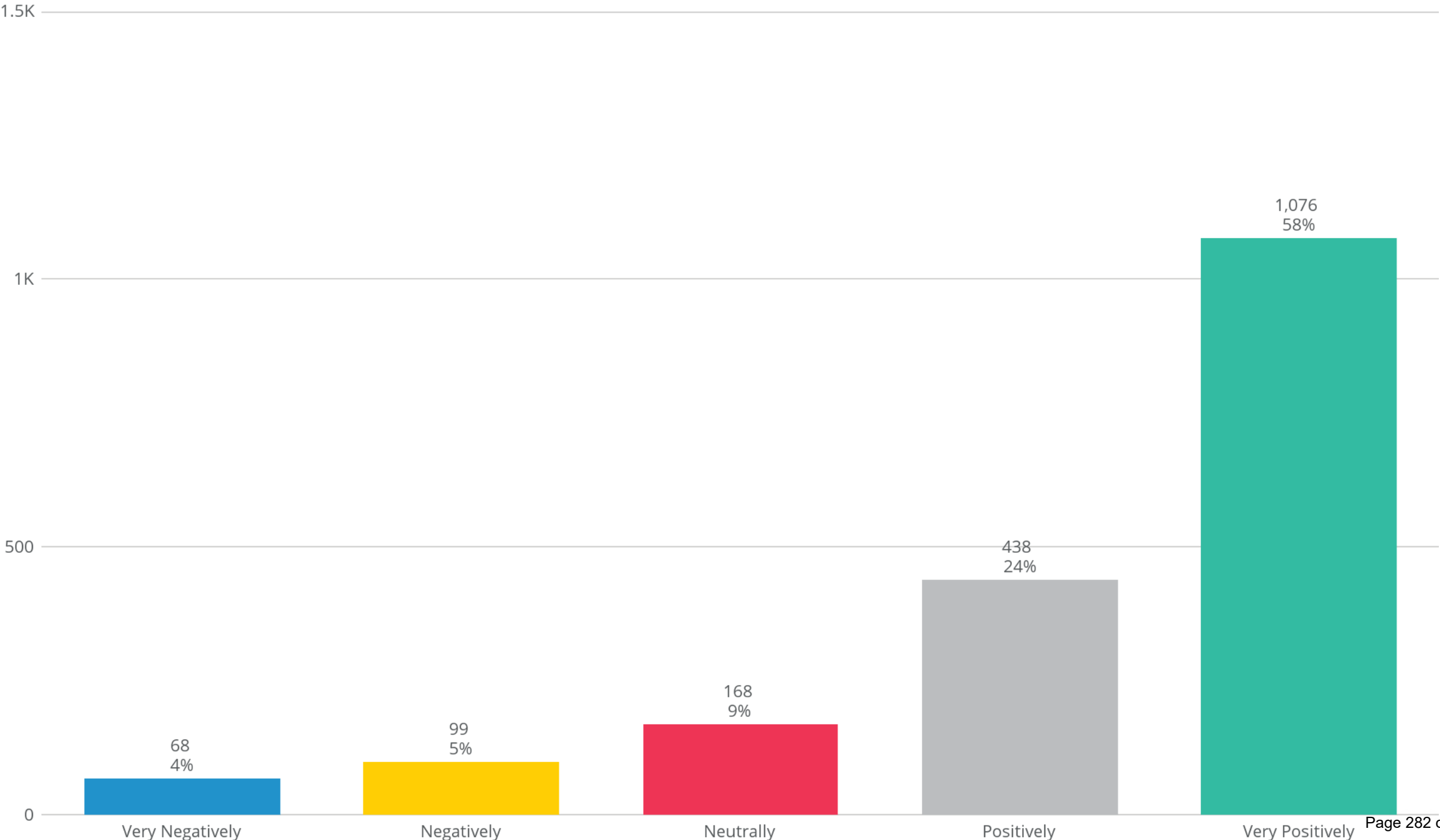
RESPONSE TIMES - Monthly Changes			
Average Time - Call Start to Dispatch			
	OCTOBER	NOVEMBER	Changes
Priority 1	0:12:08	0:07:25	-38.87%
Priority 2	0:19:08	0:16:55	-11.59%
Priority 3	0:31:18	0:20:04	-35.89%

RESPONSE TIMES - Monthly Changes			
Average Time - Dispatch to Arrival			
	OCTOBER	NOVEMBER	Changes
Priority 1	0:07:22	0:06:10	-16.29%
Priority 2	0:07:42	0:07:12	-6.49%
Priority 3	0:08:08	0:05:42	-29.92%

CALLS FOR SERVICE			
Monthly Changes			
	OCTOBER	NOVEMBER	Changes
Dispatched	4465	4106	-8.04%
Self Initiated	2420	2906	20.08%
Total	6885	7012	1.84%

Based on your interaction, how do you view the Santa Fe Police Department?

Jun 1, 2025 - Nov 30, 2025



Number of Responses - Month over Month

Last 30 Days

Number of Responses

250

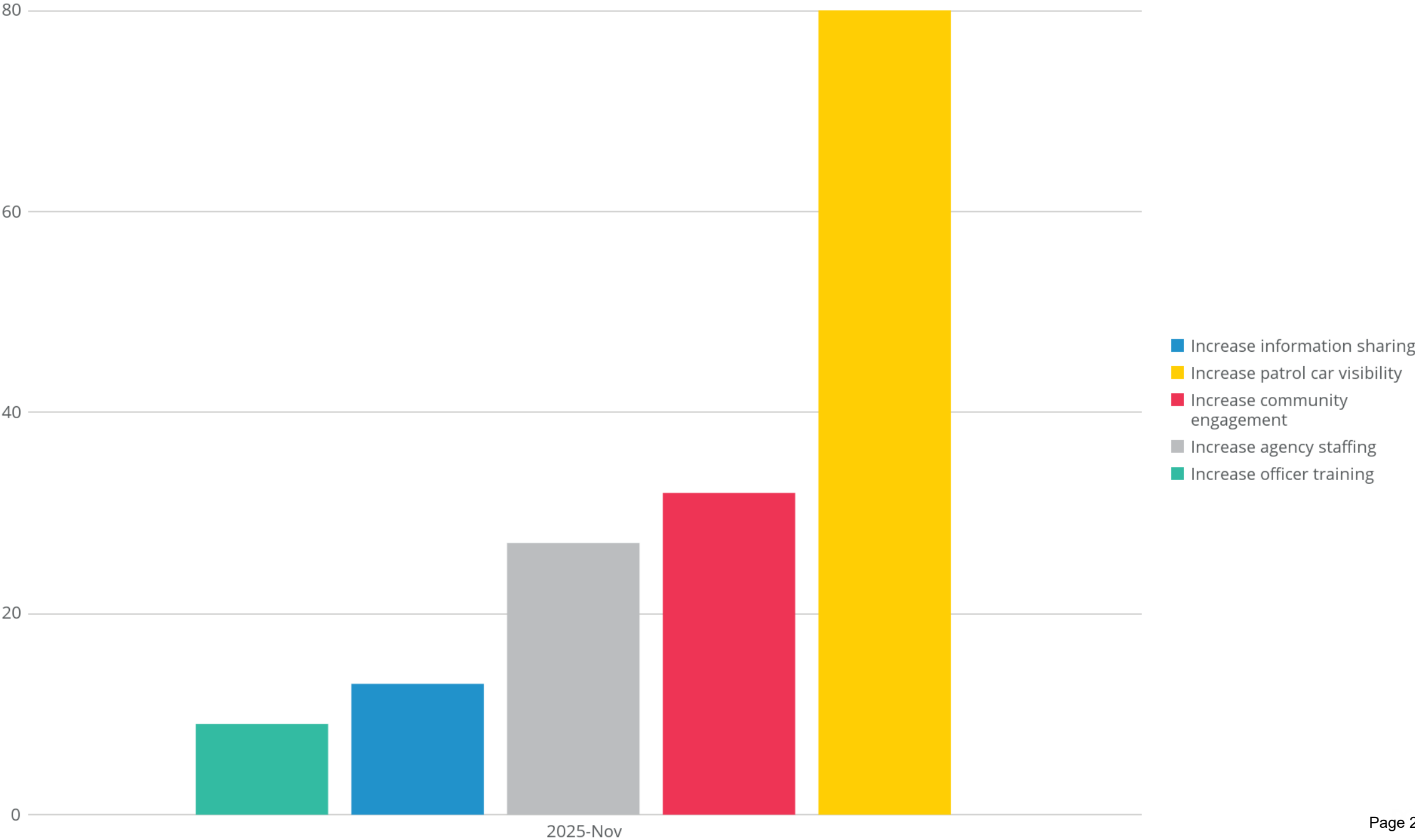
(Last 30 days vs 60 days ago)

Prior Month 363

↓ -31.13%

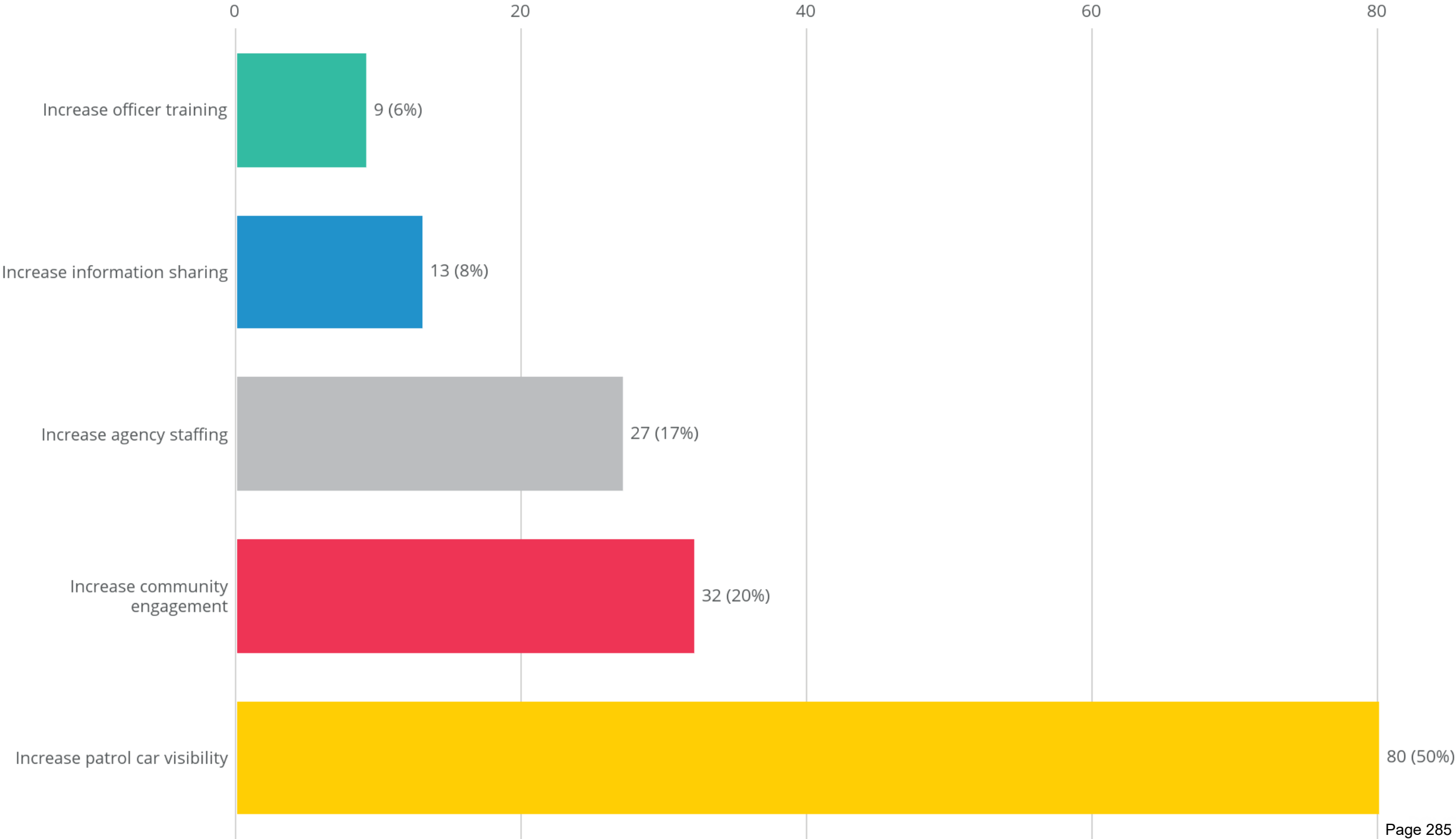
Community Requests

Nov 1, 2025 - Nov 30, 2025, by Month



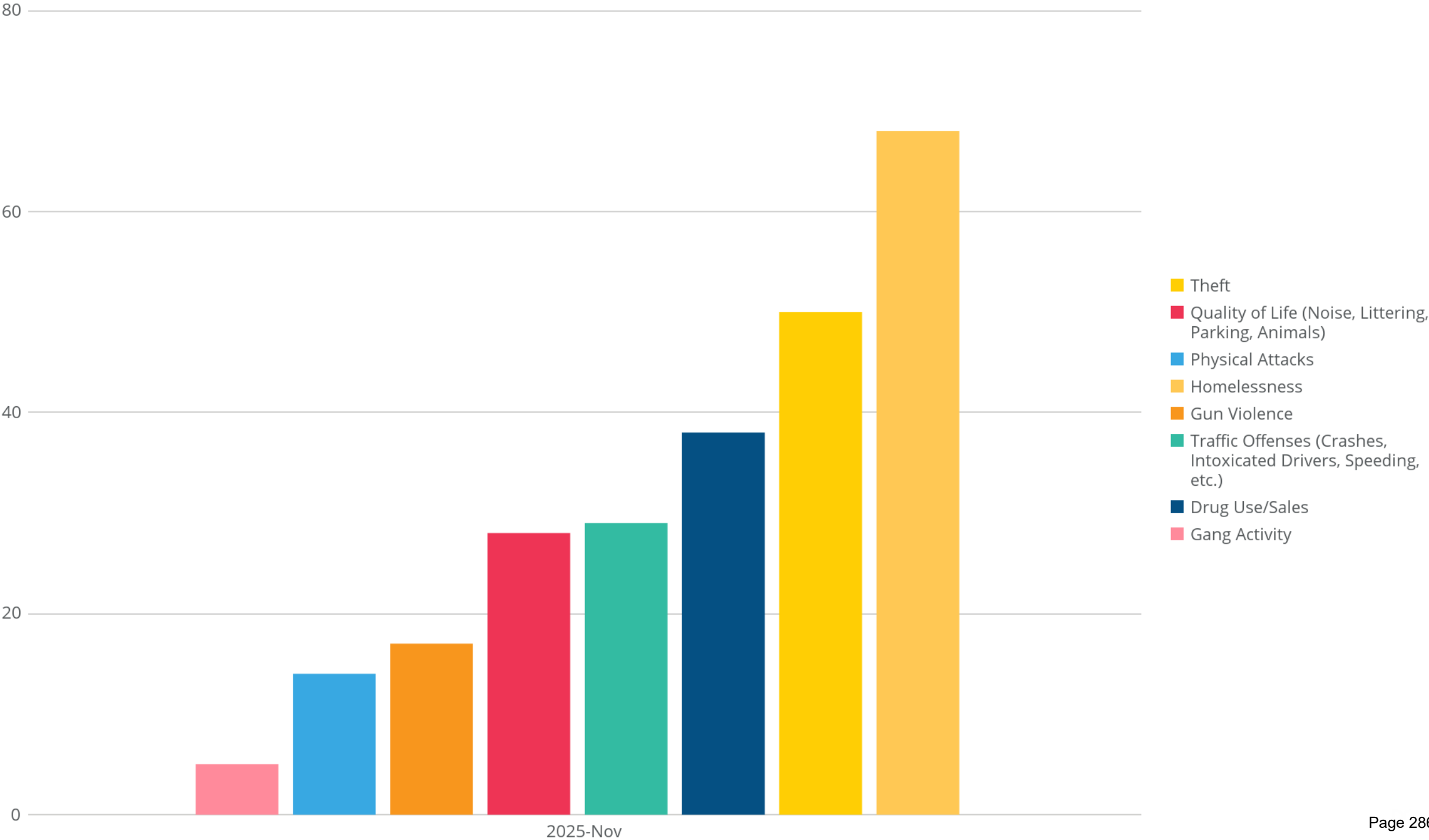
What would you most like Santa Fe PD to do to improve safety in your community?

Nov 1, 2025 - Nov 30, 2025



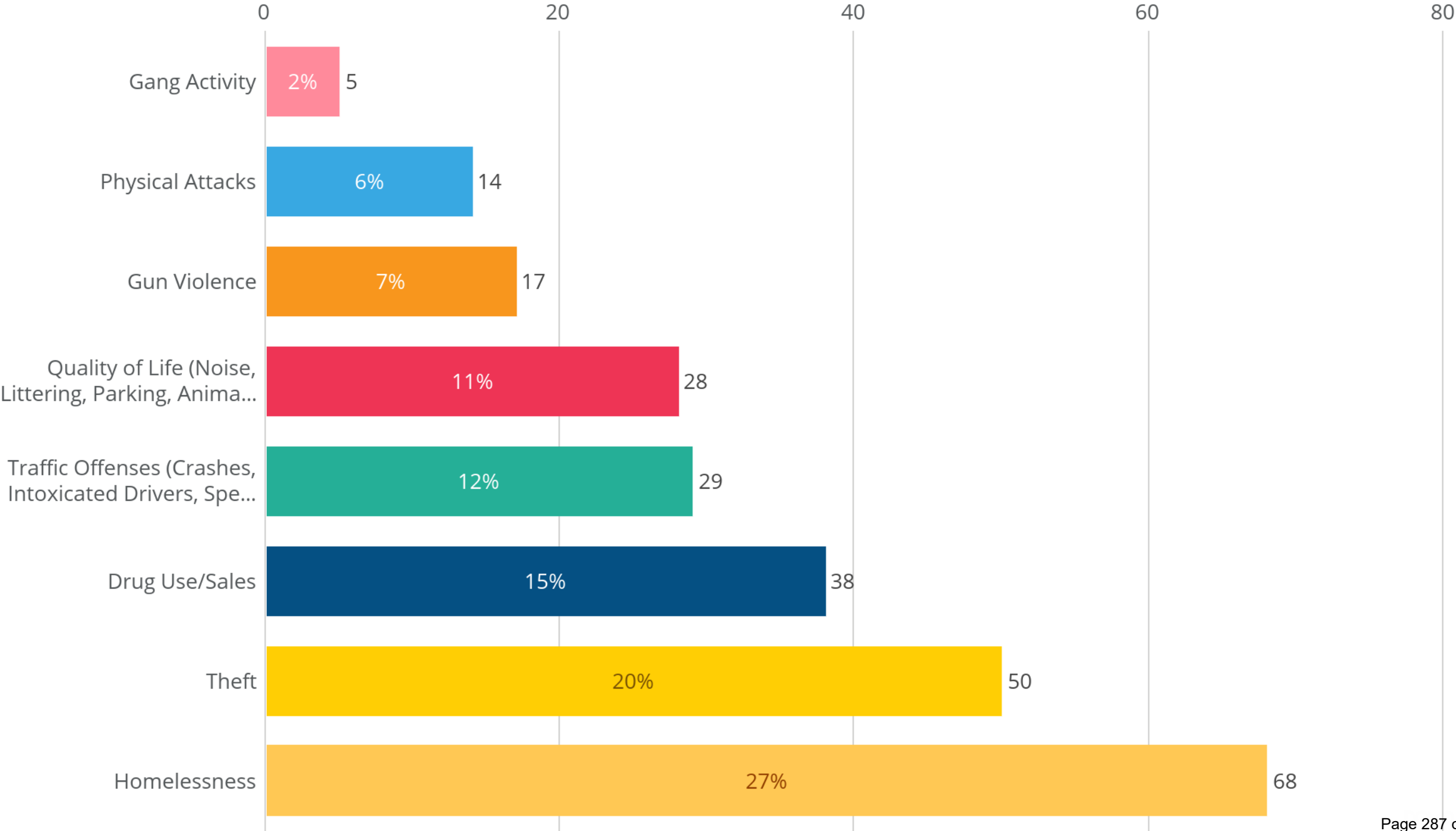
Community Concerns

Nov 1, 2025 - Nov 30, 2025, by Month



What is your top safety concern in your community?

Nov 1, 2025 - Nov 30, 2025

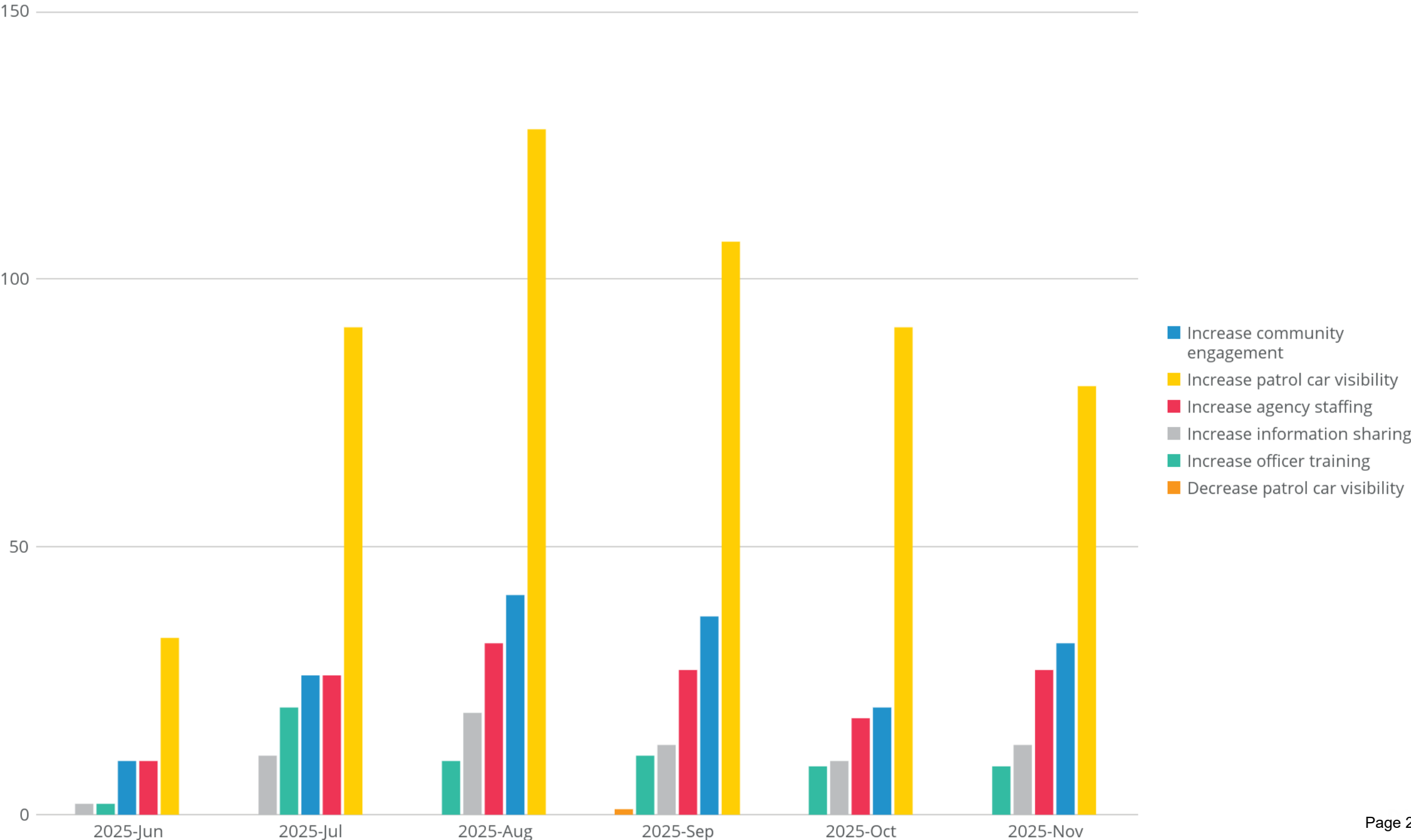


Month to Month Comparison

June 2025-November 2025

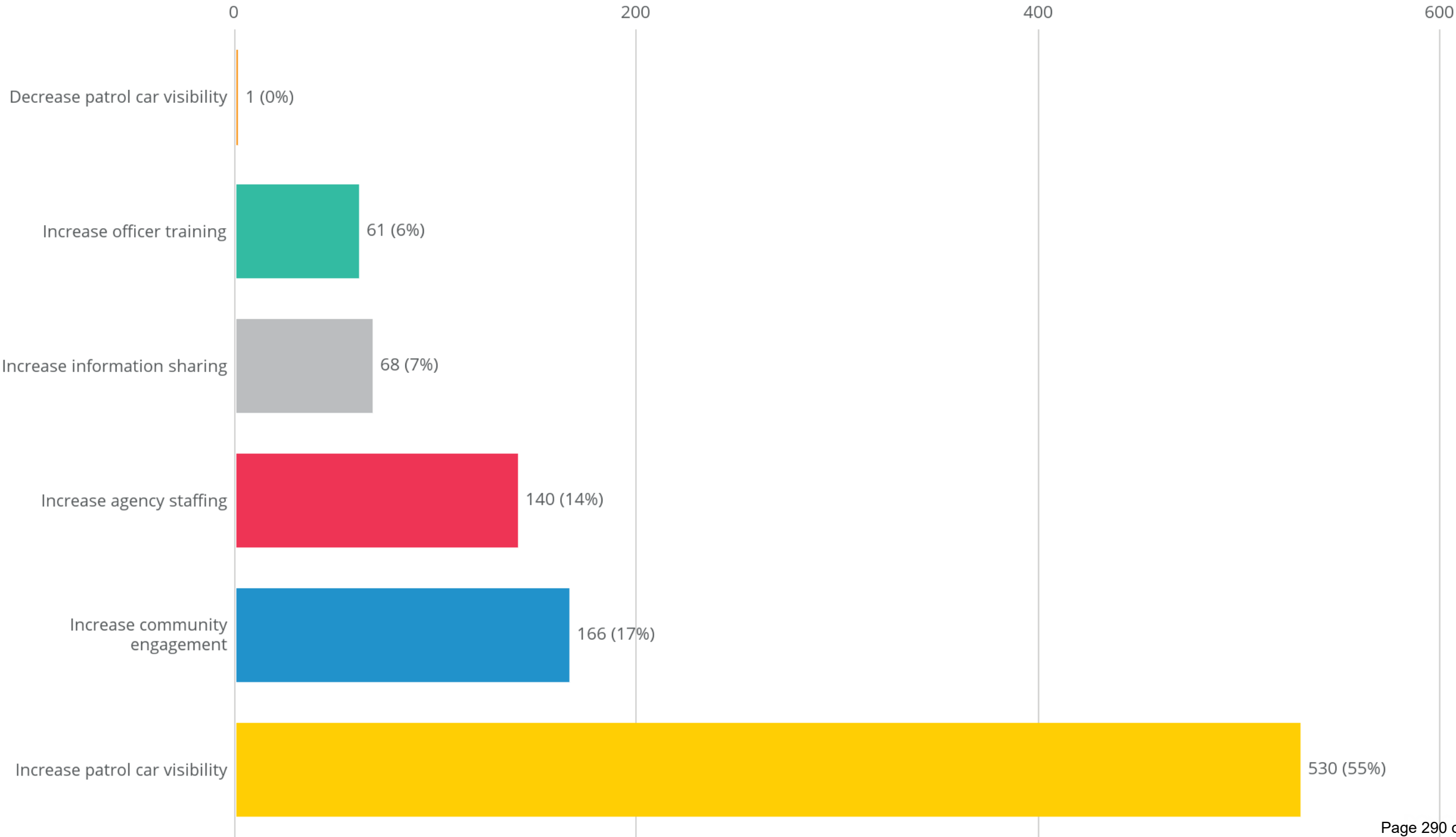
Community Requests

Jun 1, 2025 - Nov 30, 2025, by Month



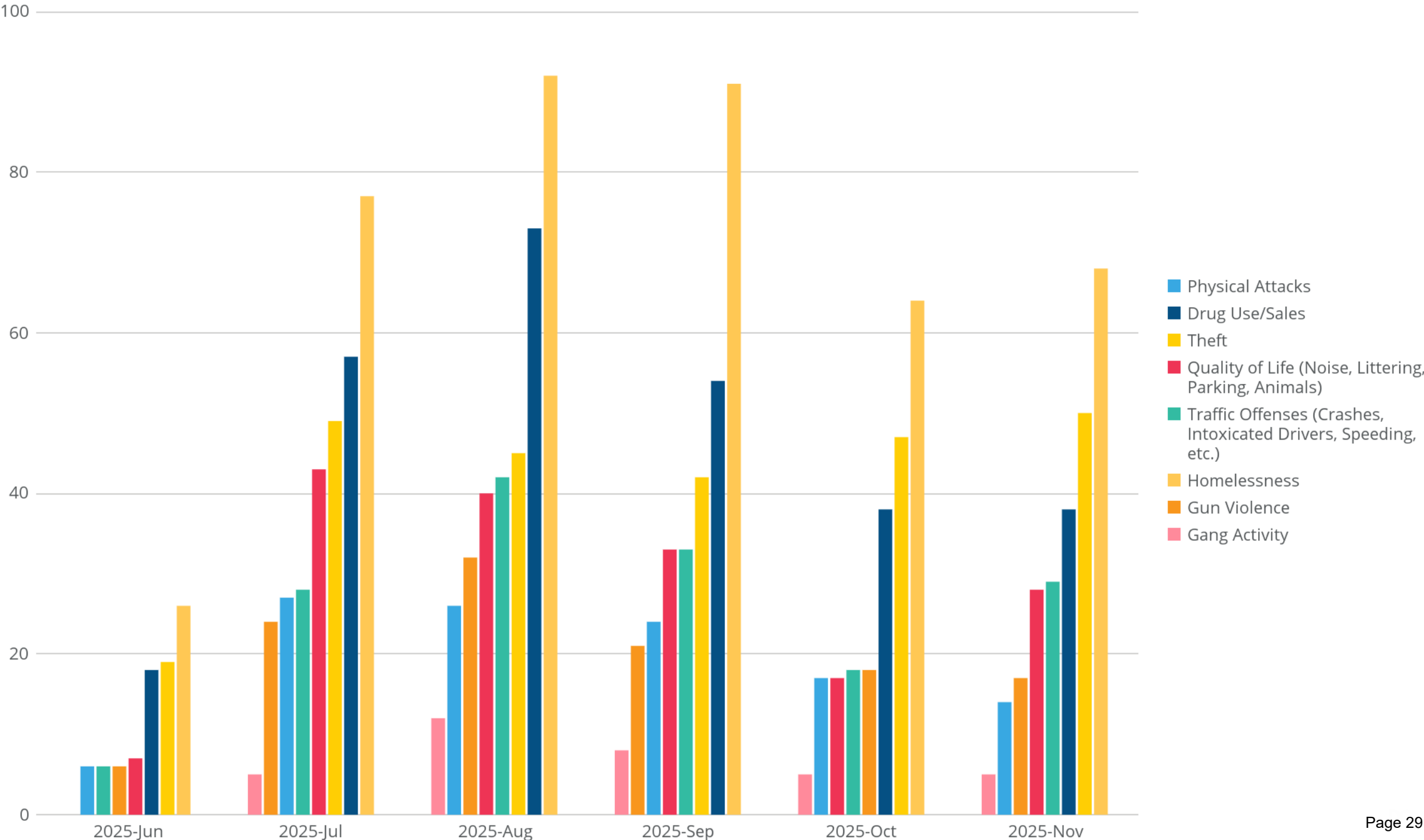
What would you most like Santa Fe PD to do to improve safety in your community?

Jun 1, 2025 - Nov 30, 2025



Community Concerns

Jun 1, 2025 - Nov 30, 2025, by Month



What is your top safety concern in your community?

Jun 1, 2025 - Nov 30, 2025

