




# City of Santa Fe New Mexico

## Memorandum



**Date:** August 23, 2024

**To:** Mayor Alan Webber and City Council  
Finance Committee – 8/26/24  
Governing Body – 8/28/24

**Via:** Emily Oster, Finance Department Director  
Alexis Lotero, Assistant Finance Department Director   
ALEXIS LOTERO (Aug 23, 2024 13:31 MDT)

**From:** Travis Dutton-Leyda, Chief Procurement Officer, Finance Department

**Subject:** Request for Approval of Amendment #1 to City-wide Price Agreement

**Vendor:** Safeware, Inc.

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### ITEM AND ISSUE:

Request for the Approval of Amendment #1 to City Price Agreement with Safeware, Inc. in the total amount of \$1,000,000.00 for Public Safety, Preparedness, Safety Equipment & Solutions. The purpose of this amendment is to update the compensation terms in the contract, specifying that payment will depend on budget availability at the time of purchase. This Amendment #1 makes no other changes to the contract. The responsible party for this request is Travis Dutton-Leyda, Chief Procurement Officer, [tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov), (505) 629-8351.

### BACKGROUND AND SUMMARY:

The City currently handles most procurement through individual department contracts on a piecemeal basis. Establishing citywide master contracts will enable end users across departments to efficiently obtain needed services and products simply by processing purchase orders with pre-vetted vendors.

To start building out this citywide contracting model, this contract focuses on public safety, emergency preparedness, safety equipment, and associated solutions. These are critical areas that impact all City departments. Numerous vendor solutions exist that can meet overarching safety needs in a coordinated fashion.

This contract includes an administrative fee to provide expanded bandwidth for the Purchasing Division. Currently, just 3 staff members, 1 contractor, and the CPO handle all City procurement processes and requirements. Additional staffing is needed to expedite contract review, ensure compliance, and meet departmental needs in a timely manner. The administrative fee will allow Purchasing to grow its team to better serve all requesting departments

Original Agreement/Contract # 3204676 (Item# 24-0255) was approved by Governing Body on February 28, 2024, Quality of Life Committee on February 21, 2024, and the Finance Committee on February 26, 2024.

**PROCUREMENT METHOD:**

NMSA 1978, 13-1-135 Cooperative Procurement through OMNIA Partners.

**CONTRACT NUMBER:**

The FY25 Munis contract number is 3204676

**FUNDING SOURCE/REVENUE:** Expense Revenue

The funding source is:

**Fund Name/Number:** Various

**Munis Org Name/Number:** Various

**Munis Object Name/Number:** Various

**CAPITAL ASSET:**

Yes No

**CAPITAL PROJECT:**

Yes No

**ACTION REQUESTED:**

Department Name respectfully requests your review and approval.

**ATTACHMENTS:**

Amendment #1

Original Agreement

Insurance Certificate

*Andy Hopkins*


Aug 23, 2024

Budget Officer



Aug 23, 2024

CPO

  
ALEXIS LOTERO (Aug 23, 2024 12:02 MDT)

Aug 23, 2024

Assistant Finance Director

Item #: 24-0540  
Munis Contract #: 3204676  
Original Item #: 24-0255  
OMNIA Master Agreement #: 159469

**CITY OF SANTA FE  
AMENDMENT NO. ONE TO  
CITY-WIDE PRICE AGREEMENT #3204506  
Item #24-0255**

This AMENDMENT No. One (the "Amendment") amends the CITY OF SANTA FE Public Safety, Preparedness, Safety Equipment, and Solutions PRICE AGREEMENT, dated March 28, 2024 (the "Price Agreement"), between the City of Santa Fe (the "City") and Safeware, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

- A. Under the terms of the Contract, Contractor has agreed to provide the City with allowed services and goods described in the OMNIA Master Agreement, Public Safety, Preparedness, Safety Equipment, and Solutions PRICE AGREEMENT.
- B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3, paragraph 3.1 of the Price Agreement shall be deleted in its entirety and replaced with the following:

3.1 The City shall pay to the Contractor in full payment for services satisfactorily performed and goods delivered based on the unit prices/discounts established by the Port of Portland, Oregon/OMNIA Contract. Such compensation not to exceed one million (\$1,000,000.00) for the first fiscal year including gross receipts tax. All subsequent fiscal years shall be based on available budget. **The contractor is not guaranteed any amount of work or money. All work assigned to be performed by Contractor under this Price Agreement shall not exceed the allowable amount per the Port of Portland, Oregon/OMNIA Price Agreement. The parties do not intend for the Contractor to continue to provide services without compensation when the total**

IN WITNESS WHEREOF, the parties have executed this Amendment No. One to the Price Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

  
Alan Webber (Aug 30, 2024 10:47 MDT)  
ALAN WEBBER, MAYOR

  
Rick Bond (Aug 23, 2024 06:52 EDT)  
Rick Bond, VP of Sales

DATE: Aug 30, 2024

DATE: Aug 23, 2024  
NMBTIN: 03501559004

City of SF Business License #: 235515

ATTEST:

  
GERALYN CARDENAS, INTERIM CITY CLERK  
GB MTG 08/28/2024 xiv

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Aug 23, 2024 07:44 MDT)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
ALEXIS LOTERO (Aug 23, 2024 12:02 MDT)  
FINANCE DIRECTOR



# City of Santa Fe, New Mexico

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

*Alan Webber, Mayor*


Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1  
Alma G. Castro, District 1  
Michael J. Garcia, District 2  
Carol Romero-Wirth, District 2  
Lee Garcia, District 3  
Pilar F.H. Faulkner, District 3  
Jamie Cassutt, District 4  
Amanda Chavez, District 4

**DATE:** February 16, 2024

**TO:** Governing Body – 2/28/24  
Quality of life Committee – 2/21/24  
Finance Committee – 2/26/24

**VIA:** Emily Oster, CPA, CPO, Finance Department Director <sup>EKO</sup>  
Alexis Lotero, Assistant Finance Department Director <sup>AL</sup>

**FROM:** Travis Dutton-Leyda, Chief Procurement Officer, Finance Department 

**RE:** Price Agreement with Safeware, Inc. for Public Safety, Emergency Preparedness, Safety Equipment and Solutions

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## ACTIONS:

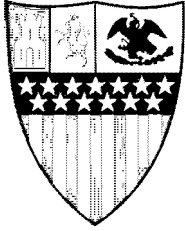
Request for Approval of a Citywide Price Agreement with Safeware, Inc. for Public Safety, Emergency Preparedness, Safety Equipment and Solutions via OMINIA Master Agreement Number 159469 in the Amount of \$1,000,000 per Fiscal Year for a Term of Four Years. (Travis Dutton-Leyda, Chief Procurement Officer; tkduttonleyda@santafenm.gov)

## BACKGROUND AND SUMMARY:

The City currently handles most procurement through individual department contracts on a piecemeal basis. Establishing citywide master contracts will enable end users across departments to efficiently obtain needed services and products simply by processing purchase orders with pre-vetted vendors.

To start building out this citywide contracting model, this contract focuses on public safety, emergency preparedness, safety equipment, and associated solutions. These are critical areas that impact all City departments. Numerous vendor solutions exist that can meet overarching safety needs in a coordinated fashion.

This contract includes an administrative fee to provide expanded bandwidth for the Purchasing Division. Currently, just 3 staff members, 1 contractor, and the CPO handle all City procurement processes and requirements. Additional staffing is needed to expedite contract review, ensure compliance, and meet departmental needs in a timely manner. The administrative fee will allow Purchasing to grow its team to better serve all requesting departments.



# City of Santa Fe, New Mexico

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

*Alan Webber, Mayor*

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1  
Alma G. Castro, District 1  
Michael J. Garcia, District 2  
Carol Romero-Wirth, District 2  
Lee Garcia, District 3  
Pilar F.H. Faulkner, District 3  
Jamie Cassutt, District 4  
Amanda Chavez, District 4

## **Procurement**

NMSA 1978, 13-1-135 Cooperative Procurement through OMNIA Partners.

## **Budget**

Various

## **RECOMMENDATION**

The purpose of this request is to approve the corresponding Price Agreement for utilization by the City of Santa Fe.

## **ATTACHMENTS:**

Contract  
Summary of Contracts  
Procurement Checklist  
OMNIA Cooperative Master Agreement  
Business License  
Insurance Certificate

## Citywide Price Agreement Cover Page

**Awarded Vendor:**

**Vendor #:** 9936  
Safeware  
Safeware PHX  
5710 S. 32nd Street  
Phoenix, AZ 85040

**Rob Berner**

**Office:** 480-322-0310  
**Mobile:** 480-433-1268  
**Email:** [rberner@safewareinc.com](mailto:rberner@safewareinc.com)

Price Agreement Number: **3204506**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

**Ship To:**

**As specified on PO**

**All government entities allowed by law.**

CPD Procurement Specialist: **Travis Dutton-Levda**

Telephone No.: **(505) 629-8351**

Email: [tkduttonlevda@santafenm.gov](mailto:tkduttonlevda@santafenm.gov)

**Invoice:**

**As Requested at time of order**

**Title: Public Safety, Preparedness, Safety Equipment, and Solutions**

**Term: From Date of Final Signature Plus 4 Years**

**This Citywide Price Agreement is made subject to the “terms and conditions” as indicated in this document.**

For specific information about the allowed items, please follow this link and review the information and documents listed after the Port of Portland, OR contract 159469:

**OMNIA:** <https://www.omniapartners.com/suppliers/safeware/public-sector/contract-documents#contract-564>

Participating Addendum/City-wide Price Agreement for Public Safety, Preparedness, Safety  
Equipment and Solutions  
CITY OF SANTA FE

THIS Price Agreement is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Safeware, Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of NMSA 1978, 13-1-28 et seq. pursuant to NMSA 1978, section 13-1-135; and

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such services as outlined in the Agreement; and

**WHEREAS**, the Contractor does hereby accept its designation as Services, rendering services and goods related to Public Safety, Preparedness, Safety Equipment and Solutions for the City, as set forth in this Agreement; and

**WHEREAS**, it is agreed by the parties that the performance of the services is for a period of four (4) years as directed by the City.

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall provide all allowed services and goods described in OMNIA Master Agreement, Public Safety, Emergency Preparedness, Safety Equipment and Solutions. Refer to Attachment A for examples of items and services that may be purchased using this Price Agreement. The Master Agreement as amended shall govern.

**Port of Portland, OR**

Contract Number: 159469

<https://www.omniapartners.com/suppliers/safeware/public-sector/contract-documents#contract-564>

This Price Agreement may be used by all city of Santa Fe Departments, educational institutions, political subdivisions, other local public bodies, and all other entities allowed by law. Issues of interpretation and eligibility for participation are within the authority of the Chief Procurement Officer of the using entity.

**2. Standard of Performance: Licenses**



2.1 The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Price Agreement.

2.2 The Contractor agrees to obtain and maintain throughout the term of this Price Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. **Compensation**

3.1 The City shall pay to the Contractor in full payment for services satisfactorily performed and goods delivered based on the unit prices/discounts established by the Port of Portland, Oregon/OMNIA Contract. Such compensation not to exceed one million (\$1,000,000.00) for the first year including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million (\$1,000,000.00) per fiscal year. This amount is a maximum per fiscal year and not a guarantee that the work assigned to be performed by Contractor under this Price Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Price Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Price Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

3.2 Contractor must maintain detailed statements accounting for all services performed, goods delivered, and expenses incurred. The contractor shall provide said detailed reports at the request of the city. If the City finds that the services and/or goods are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. **Term**

**THIS PRICE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY.** This Price Agreement shall terminate four (4) years from date of execution, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

5. **Termination**

**5.1 Termination.** This Price Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Contract, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a

notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Price Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Contract, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

5.2 Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Contract, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Price Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Contract; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Contract. Any non-expendable personal property or equipment provided to or purchased by the Contractor with Price Agreement funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

**6. Appropriations**

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

**7. Status of Contractor**

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

**8. Assignment**

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

**9. Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Price Agreement without the prior written approval of the City. No such subcontract shall relieve the primary

Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

**10. Release**

Final payment of the amounts due under this Price Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

**11. Confidentiality**

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

**12. Product of Service – Copyright**

All materials developed or acquired by the Contractor under this Price Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Price Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**13. Conflict of Interest; Governmental Conduct Act**

13.1 The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

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

13.3 Contractor's representations and warranties in sub-paragraphs 13.1 and 13.2 of this Article 13 are material representations of fact upon which the City relied when this Price Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in sub-paragraphs 13.1 and 13.2 were erroneous on the effective date of this Price Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in sub-paragraphs 13.1 and 13.2 were erroneous on the effective date of this Price Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Price Agreement to the contrary, the City may immediately terminate the Contract.

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

**14. Amendment**

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

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

proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**15. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

**16. Merger**

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

This Price Agreement is issued against the Port of Portland, Oregon/OMNIA Contract established and maintained by the Port of Portland, Oregon and OMNIA Partners for Public Safety, Preparedness, Safety Equipment and Solutions Contract # 159469, and through this language hereby incorporates this agreement by reference and is included in the order of precedence. Using entities may use all Safeware's subcontractors/authorized dealers that are listed on the current Safeware OMNIA contract supplier list.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

**17. Penalties for violation of law**

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

**18. Equal Opportunity Compliance**

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

**19. Applicable Law**

The laws of the State of New Mexico shall govern this Price Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Price Agreement.

**20. Workers Compensation**

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

### **21. Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Price Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Price Agreement.

### **22. Other Insurance**

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

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

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

**22.A2** Contractor shall maintain the above insurance for the term of this Price Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

### **23. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

### **24. Indemnification**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which

may arise out of the performance of this Price Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Price Agreement. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Price Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**25. New Mexico Tort Claims Act**

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

**26. Invalid Term or Condition**

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

**27. Enforcement of Contract**

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

**28. Notices**

Any notice required to be given to either party by this Price Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

<p>To the City: Travis Dutton-Leyda Chief Procurement Officer 200 Lincoln Ave Santa Fe, NM 87501 <a href="mailto:purchasing@santafenm.gov">purchasing@santafenm.gov</a> 505-629-8351</p>	<p>To the Contractor: Safeware Safeware PHX 5710 S. 32nd Street Phoenix, AZ 85040  Rob Berner Office: 480-322-0310 Mobile: 480-433-1268 Email: <a href="mailto:rberner@safewareinc.com">rberner@safewareinc.com</a></p>
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**29. Authority**

If Contractor is other than a natural person, the individual(s) signing this Price Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

**30. Non-Collusion**

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

**31. Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

**32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**33. Default and Force Majeure**

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

**34. Utilization Reporting:**

The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the City Chief Procurement Officer in accordance with the following schedule:

<b>Quarter:</b>	<b>Period Ending:</b>	<b>Report Due Date:</b>
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Department. Even if the Contractor experiences zero sales during the quarter, a zero-dollar report shall still be submitted.

**35. Utilization Fees:**

The Contractor agrees to remit an administrative reporting fee payable by check to the City Purchasing Division for an amount equal to one percent (1%) of the total gross sales and other revenues derived from this Price Agreement. The Contractor shall indicate the Price Agreement name [**Public Safety, Preparedness, Safety Equipment, and Solutions**] and include the remittance check with the quarterly sales report.

Reports may be submitted via U.S. mail to the City Purchasing Division or via email to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov). If you have any questions regarding the administrative reporting fee, please contact the Chief Procurement Officer at [tkduttonlevda@santafenm.gov](mailto:tkduttonlevda@santafenm.gov) or (505) 629-8351.


For payment of fees through U.S. Mail or Courier Delivery: City Purchasing Division  
Attn: Chief Procurement Officer  
200 Lincoln Avenue  
Santa Fe, NM 87501



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

CITY OF SANTA FE:

CONTRACTOR  
(Safeware, Inc.):

  
Alan Webber (Mar 28, 2024 10:05 MDT)

ALAN WEBBER, CITY MAYOR

  
Rick Bond (Feb 13, 2024 09:16 EST)

Rick Bond, VP of Sales


DATE: Mar 28, 2024

DATE: Feb 13, 2024

CRS#: 03501559004

Registration #: 235515

ATTEST:

  
GERALYN CARDENAS (Mar 28, 2024 11:01 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 03/27/24

XIV

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Feb 15, 2024 10:59 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
Emily K. Oster (Feb 28, 2024 12:00 MST)

FINANCE DIRECTOR

Org. Name/Org#: Various

## ATTACHMENT A

**DETAILED SPECIFICATIONS FOR PUBLIC SAFETY CATEGORIES (this attachment is an example. The OMNIA Master Agreement as amended shall be the current list.)**

### PUBLIC SAFETY, EMERGENCY PREPAREDNESS, SAFETY EQUIPMENT AND SOLUTIONS

#### 1. Personal Protective Equipment

Equipment worn to protect the individual from hazardous materials and contamination in the workplace, including a chemical/biological threat environment. Examples include the following: respirators, such as N95 and Self-Contained Breathing, Apparatus (SCBA); gloves such as medical nitrile gloves and cryogenic gloves; protective clothing, such as isolation gowns and wildland firefighting gear, eye protection, helmets, safety footwear, respiratory protective equipment, SCBA's, and all other protective items worn on the person.

#### 2. Explosive Device Mitigation and Remediation Equipment

Equipment providing for the mitigation and remediation of explosive devices in a Chemical, Biological, Radiological, Nuclear or Explosive (CBRNE) environment such as:

- Bomb Search Protective Ensemble for Chemical/Biological Response Chemical/Biological Undergarment for Bomb Search Protective Ensemble Cooling Garments to manage heat stress
- Robots; Robot Upgrades
- Ballistic Threat Body Armor & Helmets Blast and Ballistic Threat Eye Protection
- Blast and Overpressure Threat Ear Protection Fire Resistant Gloves
- Disarmer/Disrupter
- Real Time X-Ray Unit, Portable X-Ray Unit
- CBRNE Compatible Total Containment Vessel (TCV) CBRNE Upgrades for Existing TCV
- Fiber Optic Kit (inspection or viewing)
- Tents, standard or air inflatable for chem/bio protection Inspection mirrors
- Ion Tract Explosive Detector Z Ray Equipment
- All other Explosive Ordinance Disposal (EOD)Equipment

#### 3. CBRNE Operational and Search and Rescue Equipment

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

- Hydraulic tools; hydraulic power unit Listening devices, hearing protection
- Search cameras (Including thermal and infrared imaging) Night Vision
- Radiological isotope identifying detectors

- Breaking devices (Including spreaders, saws, and hammers)
- Lifting devices (including air bag systems, hydraulic rams, jacks, ropes, and block and tackle)
- Blocking and bracing materials
- Evacuation chairs (for evacuation of disabled personnel) Ventilation fans
- All other CBRNE operational and search and rescue equipment

#### 4. Information Technology

Equipment and services providing Information Technology, such as: Servers

- Switches Software
- Monitors and wall displays for Real time Crime Centers Cloud services
- All other Information Technology for Emergency and Public Preparedness

#### 5. Cyber Security Enhancement Equipment and Services

Equipment and services providing cyber security enhancement, such as: Secure appliances

- Filter switches Filters
- Securer cloud services
- All other cyber security enhancement equipment and services for Emergency and Public Preparedness

#### 6. Interoperable Communications Equipment

Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. This includes system design, installation, service, and maintenance. Products include:

- CAD / RMS fusion equipment Software and services
- Land/Mobile. Two-way in-suit communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- Antenna systems
- Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Commercially available crisis management software Mobile Display Terminals
- All other interoperable communications equipment

## 7. Detection Equipment

Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include:

- Bioassays PID
- Radiation Detection PCR
- All other detection equipment

## 8. Decontamination Equipment

Equipment and material used to clean, remediate, remove, or mitigate chemical and biological contamination. Such items include:

- Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- Decon7/Extraction Litters/roller systems
- Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill containment devices Overpack drums Cadaver bags
- Hand carts
- Wastewater classification kits/strips HEPA vacuum for dry decontamination Disinfectants
- Shelters Modesty kits
- All other decontamination equipment

## 9. Medical

Medical supplies, such as:

- Trauma kits Tourniquets Tactical medical kits
- AED's (Portable, personal, and medical automatic external defibrillators, AED trainers, accessories, and replacement parts)
- First aid kits, refills, and blood borne pathogen response kits Burn care
- Medicinals such as antacids, aspirin, non-aspirin pain relief, cold and sinus medication
- Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen Heat-Stress relief such as fluid replacement drinks and coolers
- All other medical supplies related to emergency and public preparedness

## 10. Power

Equipment used to provide power, such as: Generators

- Batteries
- All other equipment to provide power

## **11. CBRNE Reference Materials**

Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

- Jane's books
- Training books, including but not limited to, NFPA Guide to hazardous materials, NIOSH Hazardous Materials Pocket Guide, North American Emergency Response Guide, First Responder Job Aids, etc.
- Reference and training videos
- All other CBRNE reference materials

## **12. CBRNE Incident Response Vehicles**

Any emergency and public preparedness vehicles, including: Command vehicles, hazmat rigs, bomb trucks, armored vehicles, ATV's, and all other CBRNE incident response vehicles.

## **13. Terrorism Incident Prevention Equipment**

Any emergency and public preparedness terrorism incident prevention equipment including: arca monitoring, situational awareness equipment, CWA, stand-off detection, and all other terrorism incident prevention equipment

## **14. Physical Security Enhancement Equipment**

Any equipment, such as CCTV, access control, LPR, radar and all other physical security enhancement equipment, including installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service, and maintenance

## **15. Inspection and Screening Systems**

- Millimeter X Ray
- Gamma Ray Thermal Infrared Proximity
- All other inspection and screening systems

## **16. Animal and Plants**

Any animal and plants such as bomb sniffing dogs, drug sniffing dogs and all other animal and plants for the provision of emergency and public preparedness.

## **17. CBRNE Prevention and Response Watercraft**

Watercraft equipment and any services such as CBRNE boats, box boats and all other CBRNE prevention

and response watercraft.

**18. CBRNE Aviation Equipment**

Aviation equipment and any services such as helicopters and associated maintenance, UAV, UAW and accessories, drones, aviation mapping, software and all other CBRNE aviation equipment.

**19. CBRNE Logistical Support Equipment**

Logistical support equipment and any services such as control and command vehicles, NIMS accessories, traffic control items and all other CBRNE logistical support equipment.

**20. Intervention Equipment**

- Ballistic protection
- Situational awareness equipment All other intervention equipment

**21. Related Products and Services**

Any related emergency and public preparedness equipment, supplies, and services offered by supplier.

**22. All Other Non-Listed Emergency and Public Preparedness, Law Enforcement, and Fire Equipment available through Supplier**

Equipment, supplies, materials, and services supplier offers but does not appear specifically in the above categories.



# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204506 Procurement # (RFP/ITB# If any): \_\_\_\_\_

Contractor: Safeware Inc.

Procurement Method/Vehicle:  Small Purchase  RFP  ITB  Sole Source  GSA  Cooperative  Exempt  SWPA/Existing

Description/Title: \_\_\_\_\_

Contract:  Agreement:  Lease/Rent:  Amendment:

Term Start Date: Upon Approval Term End Date: 4 years Total Contract Amount: \$4,000,000

Approved by Council (If over the City Manager's approval threshold, you must go through GB) \_\_\_\_\_

Contract / Lease: \_\_\_\_\_

1.b Amendment #: \_\_\_\_\_ to the Original Contract/Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$: \_\_\_\_\_

Extend Expiration Date to: \_\_\_\_\_

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** N/A

JoAnn Lovato Montano  
JoAnn Lovato Montano (Feb 20, 2024 11:53 MST)

Feb 20, 2024

Purchasing Officer Review: \_\_\_\_\_

Date: \_\_\_\_\_

Comment & Exceptions: Procured via OMNIA Master Agreement # 159469

4. **Funding Source:** Various (Price Agreement)

**Org / Object:** Various

Andy Hopkins  
Andy Hopkins (Feb 21, 2024 10:21 MST)

Feb 20, 2024

Budget Officer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

5. **Grant History (if applicable):** \_\_\_\_\_

Grants Administrator Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Contact who Completed This Form: JoAnn Lovato Montano

Phone #: 505-469-6045

To be recorded by City Clerk: \_\_\_\_\_

Email: \_\_\_\_\_

Clerk #: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

ITT Representative (attesting that all information is reviewed)

Title

Date

CITY OF SANTA FE PROCUREMENT CHECKLIST



**Contractor Name:** Safeware Inc.

**Procurement/contract Title:** Public Safety, Emergency Preparedness, Safety Equipment & Solutions

**Procurement Method/Vehicle:**  Sole Source  State Price Agreement/Existing  Cooperative  Request For Proposals(RFP)  Invitation To Bid (ITB)  Exempt: 13-1-98  
 Small Purchase (Contract Under \$60,000)  Other: \_\_\_\_\_

Requesting Department: Finance Staff Name: Travis Dutton-Leyda, CPO

**Procurement Requirements:**

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)**

YES	N/A		YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, page, and items to be purchased)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Horizon Declination or Screenshot of <a href="http://horizonsofnewmexico.org/services.html">horizonsofnewmexico.org/services.html</a> (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Travis Dutton-Leyda  
 Department Point of Contact

Emily K. Oster  
Emily K. Oster (Feb 28, 2024 12:00 MST)

Department Director

JoAnn Lovato Montaño  
JoAnn Lovato Montaño (Feb 20, 2024 11:53 MST)

Chief Procurement Officer

ITT Representative

CPO \_\_\_\_\_ Title \_\_\_\_\_  
 2/16/24 \_\_\_\_\_ Date \_\_\_\_\_

Feb 28, 2024

\_\_\_\_\_ Date \_\_\_\_\_

Feb 20, 2024

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_  
 \_\_\_\_\_ Date \_\_\_\_\_



**Port of Portland, OR**

**Contract # 159469**

*for*

Public Safety, Preparedness, Safety Equipment and Solutions

*with*

**Safeware, Inc.**

Effective: April 1, 2021

The following documents comprise the executed contract between the Port of Portland and Safeware, Inc., effective April 1, 2021:

- I. Vendor Contract – Price Agreement: Goods & Services
- II. Supplier’s Response to the RFP, incorporated by reference

**Contract No. 159469**  
This number must appear  
on all invoices

**PORT OF PORTLAND**

**PRICE AGREEMENT – GOODS & SERVICES**

**Public Safety, Preparedness, Safety Equipment and Solutions.**

**Parties:** Port of Portland ("Port")  
P.O. Box 3529  
Portland, Oregon 97208

Safeware, Inc. ("Provider")  
4403 Forbes Blvd  
Lanham, MD 20706

**RECITALS**

- A.** The Port issued a Request for Proposals, No. 2020-9189 (the "Solicitation"), inviting offers from potential providers for Public Safety, Preparedness, Safety Equipment and Solutions.
- B.** Provider submitted an offer in response to the Solicitation, offering to provide the item or items described on the attached Schedule 1, Pricing, collectively the ("Goods & Services") under the terms and conditions of this Price Agreement (the "Contract").
- C.** The Port evaluated all offers and selected Provider as a provider for the Goods and Services.
- D.** The Port of Portland has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the Contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program.

**AGREEMENT**

**1 NATURE OF CONTRACT**

**1.1** This Contract is for Provider's supply of the Goods and Services to the Port, on an as-required basis upon the Port's order. The Port does not guarantee the purchase of any specific quantity of Goods under this Contract and reserves the right to order similar goods and services from other suppliers if it is in the Port's best interests to do so.

**1.2** Similar items purchased but not listed Schedule 1 shall be supplied at a minimum 41% discount from the Provider's published list(s) price for goods and a 10% discount for Services.

## **2 TERM**

The term of this Contract shall commence on April 1, 2021 or the date that this Contract is fully executed by both parties, whichever is later, and shall expire on April 1, 2026, unless sooner terminated under the provisions of this Contract. The Port shall have 2 options, exercisable sequentially and unilaterally by the Port, in its sole discretion, to extend the term of this Contract for one year at a time. The Port may exercise an option to extend the term by giving Provider written notice no later than fourteen calendar days prior to the then-current expiration date. Expiration of the Contract term does not excuse Provider's duty to deliver Goods and Services that were ordered prior to expiration. The Provider shall have the right to enter local "service" agreements with Participating Public Agencies ("PPA") accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed seven years.

## **3 PROVIDER'S OBLIGATIONS**

Provider's obligations under this Contract include, but are not limited to, the following:

**3.1** To sell, furnish, and deliver the Goods and Services anywhere the Port may designate within the greater Portland, Oregon metropolitan area, FOB destination, as specified in the attached Schedule 1, Pricing, and Attachment A, Specifications, upon Provider's receipt of an authorized order from the Port.

**3.2** To submit reports of all sales activity under this Contract, including descriptions, quantities supplied, and prices charged, in an MS Excel spreadsheet format to the Port's Manager of Contracts and Procurement upon request; and

**3.3** To provide the Port's Contract Administrator for this Contract, Bobbi Matthews,, 503-415-6590, Bobbi.Matthews@portofportland.com a minimum of two (2) contact names for Provider including 24 hour-accessible phone numbers (office, home, cellular and/or pager), with full authority to make all necessary shipping arrangements for Goods. The Port will identify the Port representatives which are authorized to place orders against this Contract.

**3.4** To comply with all federal, state, and local laws, regulations, and ordinances applicable to this Contract or to Provider's obligations under this Contract, as they may be adopted or amended from time to time.

## **4 COMPENSATION**

### **4.1 Basis of Compensation**

The Port will pay for Goods & Services on a price-per-unit basis, as set forth on Schedule 1. Provider acknowledges that such prices include all delivery costs, tariffs, import charges, duties, and all local, State or Federal taxes required to deliver the Goods & Services in accordance with this Contract.

### **4.2 Total Compensation**

The total compensation payable under this Contract shall not exceed \$100,000.00 per contract year without a written amendment signed by authorized representatives of both parties.

## **5 PAYMENT**

Payment will be made within 30 days of receipt of a properly completed invoice delivered pursuant to an authorized order under this Contract. Provider shall include the Contract number on all invoices and shall submit invoices to Accounts Payable, Port of Portland, PO Box 3529, Portland, OR 97208. Invoices may also be submitted to Accounts Payable via email to [portinvoices@portofportland.com](mailto:portinvoices@portofportland.com).

## **6 DUTY TO INFORM**

Provider shall give prompt written notice to the Port if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults, or defects in the Goods, any non-conformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by the Port. Any delay or failure on the part of the Port to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of the Port's rights.

### **6.1 Representations and Warranties**

All express and implied warranties that are applicable to goods under ORS Chapter 72 apply to Goods delivered under this Contract. Provider represents and further warrants to the Port that:

**6.1.1** the Goods will conform to the specifications set forth in this Contract and be free from material defects;

**6.1.2** the Goods will comply with all applicable federal health and safety standards; and

**6.1.3** Provider has good title to the Goods, and that Provider conveys the Goods to the Port free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Provider will defend title to the Goods against the rightful claim of any person.

The warranties specified in this Section 6.1 are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties are cumulative and shall be interpreted broadly to give the Port the greatest warranty protection available.

### **6.2 Manufacturer Warranties**

At no charge to the Port, Provider shall transfer or cause the transfer of all manufacturers' warranties for Goods and component parts, if any, to the Port for the Port's benefit when Provider delivers Goods to the Port. If a conflict or inconsistency exists between a manufacturer's warranty and Provider's warranty, the warranty that provides the greatest benefit and protection to the Port shall prevail.

## **7 INDEMNIFICATION**

Provider shall indemnify, defend, reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, fines, environmental costs, and penalties resulting from, arising out of, or in any way connected with the acts or omissions of Provider or Provider's partners, directors, officers, employees, subcontractors, invitees, or agents under this Contract.

## **8 DAMAGE TO PORT PROPERTY**

Provider shall fully compensate the Port for harm to the Port's real or personal property caused by the acts or omissions, negligent or not, of Provider or Provider's partners, directors, officers, employees, subcontractors, invitees, or agents under this Contract.

## **9 INSURANCE**

### **9.1 Liability Insurance**

Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, the Port, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring during or in any way related to Provider's operations, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall reference the Contract number and shall name the Port, its Commissioners, employees, and agents as additional insureds.

### **9.2 Workers' Compensation Coverage; Employers' Liability Coverage**

Provider shall maintain workers compensation and employers' liability coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute (and/or Provider's domicile state, if different), either as a carrier-insured employer or as a self-insured employer as provided by ORS 656.407. If Provider's domicile state is a monopolistic state, employers stop gap liability insurance may be substituted for employers' liability coverage

### **9.3 Certificates**

#### **9.3.1 Certificates Required**

Prior to full execution of this Contract, Provider shall furnish the Port with:

- a) certificates referencing this Contract (by number, if known), coverage dates, amount, and type of insurance required by this Contract; and
- b) a copy of the endorsement or policy provision providing additional insured status under the commercial general liability and automobile liability policies.

#### **9.3.2 Certificate Management; Notice Requirement**

When the period of Provider's performance under this Contract exceeds the coverage period stated on a certificate, prior to the certificate expiration date Provider or its insurer must furnish updated certificates demonstrating continuous coverage. Provider or its insurer must give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy (except ten (10) days for non-payment of premium).

## **10 BREACH OF CONTRACT**

### **10.1 Generally**

Provider acknowledges that its breach of its obligation to deliver promised quantities of Goods within the time periods set forth in this Contract may result in curtailment or cessation of critical Port operations, and that such curtailment or cessation may cause substantial harm to the Port including without limitation incidental and consequential damages

### **10.2 Cure; Remedies**

Provider must cure any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or the Port notifies Provider of the breach, whichever is earlier. If Provider fails to cure a breach in accordance with this subsection, the Port may exercise one or more of the following remedies:

### **10.3 Substitute Goods**

The Port may terminate that part of this Contract affected by the breach upon written notice to Provider, may obtain substitute goods in a reasonable manner, and may recover from Provider the amount by which the price for those substitute goods exceeds the price for the terminated Goods.

### **10.4 Suspension of Orders**

Pending a decision to terminate all or part of this Contract under this Section, the Port may unilaterally order Provider to suspend all or part of the ordered Goods. If the Port terminates all or part of this Contract after such a suspension, Provider shall be entitled to compensation only for Goods accepted by the Port and delivered as required by this Contract prior to the date of termination but not for any Goods delivered after the Port-ordered suspension date. If the Port suspends certain orders and later requires Provider to resume the delivery of those Goods, Provider shall be entitled to reasonable damages incurred, if any, as a result of the suspension.

### **10.5 Default**

If the breach is material, the Port may declare Provider in default, and the Port may pursue any remedy available for a default.

### **10.6 Recovery of Amounts Due for Breach**

To recover any amounts Provider owes to the Port due to Provider's material or non-material breach of this Contract, the Port may withhold such amounts from any Port payments to Provider, including but not limited to payments made under this Contract or under any other agreement between the parties. Provider's default under this Contract will be, at the Port's option, a default under any other agreement between the parties.

### **10.7 Contractual Remedies Not Exclusive**

The Port shall have all remedies available to the Port under this Contract, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the Port's rights under this Contract. All available remedies are cumulative and may be exercised singularly or concurrently.

## **11 TERMINATION FOR CONVENIENCE**

The Port may terminate all or part of this Contract at any time for its own convenience by written notice to Provider. Upon termination under this Section, Provider shall be entitled to compensation for all Goods & Services delivered to and accepted by the Port prior to Provider's actual notice of the termination or the receipt of the written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract. Provider shall not be entitled to compensation for any Goods & Services ordered but not yet delivered and accepted by Port prior to Provider's actual notice of the termination or receipt of written notice of termination.

## **12 STATUTORILY-REQUIRED PROVISIONS**

### **12.1 Taxes**

Provider represents and warrants that Provider has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Provider covenants that Provider will continue to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon during the term of this Contract. Provider's failure to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon before Provider executed this Contract or during the term of this Contract will be a default for which the Port may terminate the Contract and seek damages and other relief available under the terms of this Contract and under applicable law. [Required by ORS 279B.045]

### **12.2 Payment for Labor or Material**

As a condition of this Contract, Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for Provider's performance under this Contract. [Required by ORS 279B.220(1)]

### **12.3 Contributions to the Industrial Accident Fund**

As a condition of this Contract, Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider or Provider's subcontractor incurred in the performance of this Contract. [Required by ORS 279B.220(2)]

### **12.4 Income Tax Withholding**

As a condition of this Contract, Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [Required by ORS 279B.220(4)]

### **12.5 Workers' Compensation**

As a condition of this Contract, all subject employers performing services under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [Required by ORS 279B.230(2)]

### **12.6 Medical Care for Employees**

As a condition of this Contract, Provider shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Provider, of all sums that Provider agrees to pay for such services and all moneys and sums that Provider collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [Required by ORS 279B.230(1)]

### **12.7 Liens and Claims Prohibited**

As a condition of this Contract, Provider shall not permit any lien or claim to be filed or prosecuted against the Port, the state, any county, any school district, any municipality, any municipal corporation, or any subdivision thereof, on account of any labor or material furnished. [Required by ORS 279B.220(3)]

## **13 MISCELLANEOUS PROVISIONS**

### **13.1 Time of Essence**



Time is of the essence with respect to all dates and time periods in this Contract.

### **13.2 Contingencies**

Neither party will be responsible for failure to perform the party's obligations under this Contract due to contingencies beyond the party's reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a party will be delayed by a contingency, the party will promptly notify the other party. Each party will use commercially reasonable efforts to remove the contingency as soon as practicable.

### **13.3 Law of Oregon; Venue**

ORS 15.320 provides that Oregon law applies to this Contract. The parties also agree that Oregon law applies to this Contract, even if ORS 15.320 is determined to be inapplicable or invalid, without reference to any conflict of laws provision that would call for the application of the law of any other jurisdiction. Any suit, action, or other proceeding arising out of or related to this Contract shall only be brought in a state or federal court located in Multnomah County, Oregon, which court's jurisdiction shall be exclusive. To the fullest extent permitted by applicable law, Provider shall be deemed to have irrevocably waived any objections to personal jurisdiction, venue, and objections based on forum non convenienc, and further agrees to appear and submit to the jurisdiction of such courts in connection with any suit, action or other proceeding arising out of or related to this Contract.

### **13.4 Successors and Assigns**

This Contract shall bind the parties and their permitted assignees.

### **13.5 Provider Identification**

Provider shall furnish to the Port Provider's employer identification number, as designated by the Internal Revenue Service.

### **13.6 No Waiver of Legal Rights**

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

### **13.7 Modification**

This Contract may be modified only by a writing signed by both parties. No oral modification shall be effective.

### **13.8 Attorney Fees**

The prevailing party on a claim shall be entitled to reasonable attorney fees with respect to the claim at trial and on appeal in an action brought with respect to this Contract.

### **13.9 Permissive Cooperative Procurement Allowed**

Other public contracting agencies may establish contracts or price agreements under the terms, conditions, and prices of this Contract. Provider agrees to extend the terms, conditions, and prices of this Contract to any purchasing contracting agency, as that term is defined at ORS 279A.200 (1)(h). Contracts or price agreements between Provider and purchasing public contracting agencies are entirely independent of and have no effect upon this Contract.

### **13.10 Counterparts, Execution, Electronic Signatures**

This Contract may be executed in counterparts. This Contract may be executed using original signatures, facsimile signatures, or only with the Port's prior approval, Electronic Signatures as defined in the Electronic Signatures in Global and National Commerce Act, that can be authenticated. Under ORS 84.014, Provider's consent is not required for this Contract to be executed using Electronic Signatures. Even if ORS 84.014 is determined to be inapplicable or invalid, Provider grants such consent.

### **13.11 Integration**

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract and supersedes all prior written or oral discussions or agreements regarding the subject matter of this Contract.

### **13.12 Attachments**

Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

### **13.13 Authority of Signers**

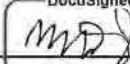
The individuals signing below warrant that they have full authority to execute this Contract on behalf of the party for which they sign.

[Signature page follows]

**Provider:**

Safeware, Inc.

By:

DocuSigned by:  
  
C63A1BC96D41402

Print name:

Daric Simons

As its:

COO

Date signed:

3/31/2021

Phone:

3016831234

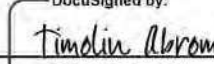
Email:

dsimons@safewareinc.com

**Port:**

Port of Portland

By:

DocuSigned by:  
  
9D6CFD3972E04AA

Print name:

Timolin Abrom

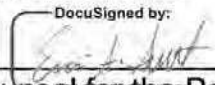
As its:

Contracts and Procurement Mgr.

Date signed:

3/31/2021

Approved as to legal sufficiency for the  
Port of Portland

DocuSigned by:  
  
Counsel for the Port of Portland





Item Number	Manufacturer	Manufacturer Part Number	Supplier Number	Description	Category	Unit	Quantity	Manufacturer Part Number	Unit Price	Pr to Unit Price	Pr to Unit Page
118	121	121	121	121	121	121	121	121	121	121	121
119	121	121	121	121	121	121	121	121	121	121	121
120	121	121	121	121	121	121	121	121	121	121	121
121	121	121	121	121	121	121	121	121	121	121	121
122	121	121	121	121	121	121	121	121	121	121	121
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148	121	121	121	121	121	121	121	121	121	121	121
149	121	121	121	121	121	121	121	121	121	121	121
150	121	121	121	121	121	121	121	121	121	121	121

## **ATTACHMENT A**

### **DETAILED SPECIFICATIONS FOR PUBLIC SAFETY CATEGORIES**

#### **PUBLIC SAFETY, EMERGENCY PREPAREDNESS, SAFETY EQUIPMENT AND SOLUTIONS**

##### **1. Personal Protective Equipment**

Equipment worn to protect the individual from hazardous materials and contamination in the workplace, including a chemical/biological threat environment. Examples include the following: respirators, such as N95 and SCBA; gloves such as medical nitrile gloves and cryogenic gloves; protective clothing, such as isolation gowns and wildland firefighting gear, eye protection, helmets, safety footwear, respiratory protective equipment, SCBA's, and all other protective items worn on the person.

##### **2. Explosive Device Mitigation and Remediation Equipment**

Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment such as:

- Bomb Search Protective Ensemble for Chemical/Biological Response
- Chemical/Biological Undergarment for Bomb Search Protective Ensemble
- Cooling Garments to manage heat stress
- Robots; Robot Upgrades
- Ballistic Threat Body Armor & Helmets
- Blast and Ballistic Threat Eye Protection
- Blast and Overpressure Threat Ear Protection
- Fire Resistant Gloves
- Disarmer/Disrupter
- Real Time X-Ray Unit, Portable X-Ray Unit
- CBRNE Compatible Total Containment Vessel (TCV)
- CBRNE Upgrades for Existing TCV
- Fiber Optic Kit (inspection or viewing)
- Tents, standard or air inflatable for chem/bio protection
- Inspection mirrors
- Ion Tract Explosive Detector
- Z Ray Equipment

- All other EOD Equipment

### **3. CBRNE Operational and Search and Rescue Equipment**

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

- Hydraulic tools; hydraulic power unit
- Listening devices, hearing protection
- Search cameras (Including thermal and infrared imaging)
- Night Vision
- Radiological isotope identifying detectors
- Breaking devices (Including spreaders, saws, and hammers)
- Lifting devices (including air bag systems, hydraulic rams, jacks, ropes, and block and tackle)
- Blocking and bracing materials
- Evacuation chairs (for evacuation of disabled personnel)
- Ventilation fans
- All other CBRNE operational and search and rescue equipment

### **4. Information Technology**

Equipment and services providing Information Technology, such as:

- Servers
- Switches
- Software
- Monitors and wall displays for Real time Crime Centers
- Cloud services
- All other Information Technology for Emergency and Public Preparedness

### **5. Cyber Security Enhancement Equipment and Services**

Equipment and services providing cyber security enhancement, such as:

- Secure appliances
- Filter switches
- Filters
- Securer cloud services
- All other cyber security enhancement equipment and services for Emergency and Public Preparedness

### **6. Interoperable Communications Equipment**

Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. This includes system design, installation, service, and maintenance. Products include:

- CAD / RMS fusion equipment
- Software and services
- Land/Mobile. Two-way in-suit communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- Antenna systems
- Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems
- Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Commercially available crisis management software
- Mobile Display Terminals
- All other interoperable communications equipment

## **7. Detection Equipment**

Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include:

- Bioassays
- PID
- Radiation Detection
- PCR
- All other detection equipment



## **8. Decontamination Equipment**

Equipment and material used to clean, remediate, remove, or mitigate chemical and biological contamination. Such items include:

- Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- Decon7/Extraction Litters/roller systems
- Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill containment devices
- Overpack drums
- Cadaver bags
- Hand carts
- Waste water classification kits/strips
- HEPA vacuum for dry decontamination
- Disinfectants
- Shelters
- Modesty kits
- All other decontamination equipment

## **9. Medical**

Medical supplies, such as:

- Trauma kits
- Tourniquets
- Tactical medical kits
- AED's (Portable, personal, and medical automatic external defibrillators, AED trainers, accessories, and replacement parts)
- First aid kits, refills, and blood borne pathogen response kits
- Burn care
- Medicinals such as antacids, aspirin, non-aspirin pain relief, cold and sinus medication
- Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen
- Heat-Stress relief such as fluid replacement drinks and coolers
- All other medical supplies related to emergency and public preparedness

## **10. Power**

Equipment used to provide power, such as:

- Generators
- Batteries
- All other equipment to provide power

## **11. CBRNE Reference Materials**

Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

- Jane's books
- Training books, including but not limited to, NFPA Guide to hazardous materials, NIOSH Hazardous Materials Pocket Guide, North American Emergency Response Guide, First Responder Job Aids, etc.
- Reference and training videos
- All other CBRNE reference materials

## **12. CBRNE Incident Response Vehicles**

Any emergency and public preparedness vehicles, including: Command vehicles, hazmat rigs, bomb trucks, armored vehicles, ATV's, and all other CBRNE incident response vehicles.

## **13. Terrorism Incident Prevention Equipment**

Any emergency and public preparedness terrorism incident prevention equipment including: area monitoring, situational awareness equipment, CWA, stand-off detection, and all other terrorism incident prevention equipment

## **14. Physical Security Enhancement Equipment**

Any equipment, such as CCTV, access control, LPR, radar and all other physical security enhancement equipment, including installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service, and maintenance

## **15. Inspection and Screening Systems**

- Millimeter
- X Ray
- Gamma Ray
- Thermal
- Infrared
- Proximity
- All other inspection and screening systems

## **16. Animal and Plants**

Any animal and plants such as bomb sniffing dogs, drug sniffing dogs and all other animal and plants for the provision of emergency and public preparedness.

## **17. CBRNE Prevention and Response Watercraft**

Watercraft equipment and any services such as CBRNE boats, box boats and all other CBRNE prevention and response watercraft.

## **18. CBRNE Aviation Equipment**

Aviation equipment and any services such as helicopters and associated maintenance, UAV, UAW and accessories, drones, aviation mapping, software and all other CBRNE aviation equipment.

## **19. CBRNE Logistical Support Equipment**

Logistical support equipment and any services such as control and command vehicles, NIMS accessories, traffic control items and all other CBRNE logistical support equipment.

## **20. Intervention Equipment**

- Ballistic protection
- Situational awareness equipment
- All other intervention equipment

**21. Related Products and Services**

Any related emergency and public preparedness equipment, supplies, and services offered by supplier.

**22. All Other Non-Listed Emergency and Public Preparedness, Law Enforcement, and Fire Equipment available through Supplier**

Equipment, supplies, materials, and services supplier offers but does not appear specifically in the above categories.



## City of Santa Fe

Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** SAFEWARE, INC.

**Business Location:** 4403 FORBES BLVD  
LENHAM, MD 20706

**Owner:** SAFEWARE, INC.

**License Number:** 235515

**Issued Date:** July 27, 2023

**Expiration Date:** July 27, 2024

**CRS Number:** 03501559004

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

SAFEWARE, INC.  
4403 FORBES BLVD  
LANHAM, MD 20706

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2023

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

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

<b>PRODUCER</b> HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030	<b>CONTACT NAME:</b> Lauren Serio <b>PHONE (A/C, No, Ext):</b> 443-632-3380 <b>FAX (A/C, No):</b> 410-337-0551 <b>E-MAIL ADDRESS:</b> Lauren.Serio@MarshMMA.com														
	<b>INSURED</b> Safeware Inc. 4403 Forbes Blvd Lanham MD 20706	SAFEINC-02 <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : Great Northern Insurance Co.</td> <td>20303</td> </tr> <tr> <td>INSURER C : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER D : Bankers Standard Insurance Company - An ACE</td> <td>18279</td> </tr> <tr> <td>INSURER E : Gotham Insurance Company</td> <td>25569</td> </tr> <tr> <td>INSURER F : LLOYds</td> <td>15642</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Great Northern Insurance Co.	20303	INSURER C : Indian Harbor Insurance Company	36940	INSURER D : Bankers Standard Insurance Company - An ACE	18279	INSURER E : Gotham Insurance Company	25569	INSURER F : LLOYds
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**COVERAGES**

CERTIFICATE NUMBER: 1987067229

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			G71540856 005	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			(22)7360-98-94	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SXS005939702	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	(23)7176-41-45	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
E F	Excess Liability - Secondary Excess Professional Liability			EX202300003675 MR224131	7/1/2023 7/1/2023	7/1/2024 7/1/2024	Limit \$2M. Excess \$5M. Per Claim/Agg 2,000,000

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

RE: Contract #159469

The City of Santa Fe, New Mexico, their officials, officers employees and agents are listed as additional insured on the General Liability policy when required by written contract per the attached forms. 30 days notice of cancellation applies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe, New Mexico 200 Lincoln Ave 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 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

**Any Person or Organization where required by written contract signed prior to the date of loss.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

# General Endorsement

---

## General Policy Information

Named Insured: Safeware, Inc

Policy Symbol: PMD

Policy Number: G71540856 005

Endorsement Number: 001

Effective date of Endorsement: 07/31/2023

Policy Period: 07/01/2023 to 07/01/2024

Issued by: ACE American Insurance Company

### **This Endorsement changes the policy – Please read it carefully**

This endorsement modifies insurance provided under the following:

**Commercial General Liability**

**COVERAGE FORM**

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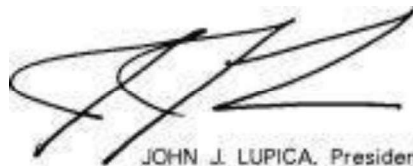
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## Endorsement Information

In consideration of no change in premium, the following endorsement has been added per the attached:

Additional Insured – Owners, Lessees or Contractors – Completed Operations  
CG 20 37 12 19

All other terms and conditions of this policy remain unchanged.



JOHN J. LUPICA, President

Authorized Agent



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Person or Organization where required by written contract signed prior to the date of loss.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.












# GB 150 Safeware

Final Audit Report

2024-02-28

Created:	2024-02-19
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4WYmeXiLvXjg0TOxiFPXVg1KrFw_43b_

## "GB 150 Safeware" History

-  Document created by JIMMY TAPIA (jptapia@santafenm.gov)  
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-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature  
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-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)  
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-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) and jlovato@santafenm.gov for signature. One of them to sign  
2024-02-20 - 5:21:23 PM GMT
-  Email viewed by jlovato@santafenm.gov  
2024-02-20 - 5:32:39 PM GMT- IP address: 63.232.20.2
-  Signer jlovato@santafenm.gov entered name at signing as JoAnn Lovato Montaña  
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-  Document e-signed by JoAnn Lovato Montaña (jlovato@santafenm.gov)  
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-  Document emailed to ekoster@santafenm.gov for signature  
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-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster  
2024-02-28 - 7:00:21 PM GMT- IP address: 63.232.20.2





Document e-signed by Emily K. Oster (ekoster@santafenm.gov)

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Agreement completed.

2024-02-28 - 7:00:23 PM GMT



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**Signature:** 

**Email:** ekoster@santafenm.gov

**Signature:**



**Email:** tkduttonleyda@santafenm.gov

**Signature:** 

Alexis Lotero (Mar 14, 2024 17:00 MDT)

**Email:** aclotero@santafenm.gov



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2024

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

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

<b>PRODUCER</b> HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030	<b>CONTACT NAME:</b> Lauren Serio <b>PHONE (A/C. No. Ext):</b> 443-632-3380 <b>FAX (A/C. No):</b> 410-337-0551 <b>E-MAIL ADDRESS:</b> Lauren.Serio@MarshMMA.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Aspen Specialty Insurance Company <b>INSURER B :</b> Liberty Insurance Corporation <b>INSURER C :</b> Allied World Assurance Company <b>INSURER D :</b> Admiral Insurance Company <b>INSURER E :</b> Gemini Insurance Company <b>INSURER F :</b>	<b>NAIC #</b> 10717 42404 19489 24856 10833
<b>INSURED</b> Safeware Inc. 4403 Forbes Blvd Lanham MD 20706	SAFEINC-02	

**COVERAGES**

CERTIFICATE NUMBER: 915145976

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CR011GF24	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-Z51-294852-024	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0314-3273	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below N / A			WC7-Z51-294852-014	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
D E	Excess Liability - Secondary Excess Professional Liability			UX000000968-01 VIPL056004	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Limit \$2M. Excess \$5M. Per Claim/Agg 2,000,000

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

Final Excess Layer - CRC (Westfield Specialty Insurance Company) 7/1/2024-7/1/2025 - XSL424569V00 - \$5M/\$10M.  
 RE: Contract #159469

The City of Santa Fe, New Mexico, their officials, officers employees and agents are listed as additional insured on the General Liability policy when required by written contract per the attached forms. 30 days notice of cancellation applies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe, New Mexico 200 Lincoln Ave 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.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract signed by both parties prior to loss	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract signed by both parties prior to loss	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**Signature:** XAVIER VIGIL

XAVIER VIGIL (Aug 30, 2024 10:46 MDT)

**Email:** xivigil@santafenm.gov








# 24-0540 Safeware, Inc.

Final Audit Report

2024-08-30

Created:	2024-08-30
By:	XAVIER VIGIL (xivigil@santafenm.gov)
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Transaction ID:	CBJCHBCAABAADQ8gbAomBJRPQ-_nsyfkWz7ZW1tCZbz

## "24-0540 Safeware, Inc." History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
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-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)  
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-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
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-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature  
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-  Agreement completed.  
2024-08-30 - 4:49:35 PM GMT