

CONTRACT FOR SUPPLY OF GOODS AND SERVICES

Contract No. 4252023SAF

This agreement (hereinafter referred to as the Contract) is effective as of September 13, 2023 by and between Vertex Aerospace LLC, a Delaware corporation (hereinafter referred to as Vertex) having an office at 555 Industrial Drive South, Madison, MS 39110 and City of Santa Fe as sponsor for the Santa Fe Regional Airport (hereinafter referred to as Customer), having an office at 200 Lincoln Ave. Santa Fe, NM 87501.

RECITALS

- A. The parties intend to work cooperatively on the Project, described as the **SAF Checked Baggage Equipment Relocation Project**
- B. Vertex submitted a proposal to the Customer for performance of certain work related to the Project;
- C. The parties have agreed to the definition of the scope of Vertex's work including acceptance criteria as more fully described in Exhibit 1, Vertex's deliverables and their corresponding delivery dates as detailed in Exhibit 2, and the schedule of payment to Vertex as delineated in Exhibit 3;

NOW THEREFORE in consideration of the premises and covenants herein, the parties agree as follows:

1. Commencement / Effectivity. Vertex's obligations under the Contract commence upon receipt of the fully executed contract that contains:

- a) a definitive statement of work including acceptance criteria (see Exhibit 1) and delivery schedule (see Exhibit 2) as mutually agreed;
- b) an agreed payment mechanism and payment schedule (see Exhibit 3), including assurance of payment in whatever form Vertex may reasonably require; and, all other terms and conditions mutually agreed.

2. Cooperation / Non-interference. The Customer shall cooperate with Vertex and shall do nothing to interfere with or otherwise frustrate Vertex's ability, opportunity or right to promptly and efficiently carry out and complete its duties and obligations under the Contract. Any Customer decision or determination of compliance under the Contract must be based upon objective rather than subjective standards. Any Customer required consent, approval, waiver, cancellation, change, acceptance, or other action shall be fairly made or taken and not unreasonably withheld or delayed, so that each party may efficiently complete its obligations under the Contract.

3. Changes. The Customer may make a change, including an alteration or addition or deletion, within the general scope of work, and in which case Vertex is entitled to a corresponding change to the Contract. Either Vertex or the Customer may initiate a change request for evaluation. Vertex will assess each such request and shall provide the Customer an estimate of the effect of the change on the cost/price to perform the work, as well as the schedule for completion of the work and any other

affected terms and conditions. Prior to implementation of any such change, each party's authorized representative shall agree and sign the written change order, which sets forth the changes in the scope of the work, deliverables and delivery schedule, price and payment schedule and any affected terms and conditions. Neither party is under any obligation with respect to any change until Vertex receives the corresponding fully executed Contract change order. Failure of the parties to agree on scope, price, schedule, affected terms and conditions or other elements of a change will be considered a Dispute and subject to Article 13 herein below.

4. Payments.

(A) The Payment Schedule (Exhibit 3) sets out the manner in which Vertex will be paid for accomplishment of work, including as applicable a schedule of milestone events and amounts agreed by the parties and based upon demonstrable achievement of objective milestones or events that represent real physical progress and specified deliveries on the Project. Customer understands and agrees that upon putting a deliverable into productive use, such deliverable item is deemed accepted and Vertex's entitlement to invoice and payment is triggered.

(B) Customer shall pay Vertex upon receipt of each invoice for each delivery made and milestone successfully completed. Unless stipulated otherwise in the Contract, Customer shall pay Vertex in United States dollars via electronic funds transfer to the bank account designated in writing by Vertex within thirty (30) days following the date of Vertex's invoice. Customer has five (5) business days to object to the invoice after which time the invoice is

deemed correct. Grounds for objection are limited to non-conformance to the contract and the amount withheld shall be limited to the disputed amount; Customer shall pay Vertex all undisputed amounts.

(C) In the event Vertex completes a delivery or milestone earlier than as set forth in the schedule, Vertex is entitled to invoice immediately and the Customer shall pay Vertex for such early delivery or milestone accomplished.

(D) If Vertex does not receive payment within the agreed period, Vertex may apply finance charges on the outstanding balance at a rate of 1½% per month, which amount shall become payable either when included in the next invoice or upon receipt of Vertex's separate invoice for such amount.

(E) Customer's timely payment to Vertex is a material obligation under the Contract and if Vertex does not receive payment in any event within thirty (30) days of the date payment is due, Vertex may suspend performance under the Contract, without jeopardy of the termination, until such time as Customer satisfies in full all of its outstanding payment obligations to Vertex; Vertex's rights in this regard are without prejudice to its other rights and remedies available to it in Contract, at law, or in equity, including its entitlement to all costs of collection, attorneys' fees, and other damages.

5. Title / Risk of Loss. Title to any delivered item (excluding software) passes to the Customer concurrent with payment in full for such delivered item; risk of loss for any tangible item transfers at delivery as set forth in Incoterms 2010.

6. Force Majeure. Neither party will be liable to the other for delays due to an event beyond its reasonable control (Force Majeure Event), including but not limited to: an act of God; an act of Government including a change in laws or regulations; denial or revocation of a necessary export license by an agency of the U.S. government; an act of war, terrorism or public enemy, riots, civil strife, insurrection, sabotage, or espionage; fire; flood, earthquake, an unusually severe weather event or other natural disaster; epidemic, pandemic, quarantine; embargo, strike, lock-out, and other action by organized labor; and any other cause beyond the reasonable control of the affected party. As soon as practical after the occurrence of any such event, the affected party will notify the other party, which notice must include the event or cause of the delay, the anticipated impact on the schedule and the costs to perform the remaining effort under the Contract. Each party shall exert all reasonable efforts to mitigate the damages resulting from the occurrence of such Force Majeure Event(s). Upon receipt of the written notice of a Force Majeure Event, the parties will meet to mutually determine the best course of action, to include adjustment of the

Contract schedule, equitable adjustment of the Contract price, and/or modification of the affected terms and conditions to account for the effects of the Force Majeure Event. The occurrence of any Force Majeure Event does not relieve either party of its payment obligations under the Contract.

If a Force Majeure Event prevents Vertex's performance for a period of 90 consecutive days or for 120 days out of a 12-month period, then either party may terminate this contract in which case Customer shall pay Vertex for all milestone events completed, all deliveries made up to the date of termination, and any work in progress, including purchased material, it desires Vertex to deliver.

7. Warranty.

(A) For each hardware item manufactured by Vertex that is specified as a deliverable under the Contract, Vertex warrants that, at the time of delivery, its delivered end product will be free from defects in material and workmanship and will meet the requirements of the functional specification, if any, as mutually agreed. If the Customer notifies Vertex of a defect within one (1) year after delivery, the Customer shall provide prompt written notice to Vertex specifying the nature of the defect. Vertex shall at its discretion, and at its cost and expense, either repair or replace the defective item, provided that the Customer shall bear the cost of removing and shipping the defective item to Vertex as well as the cost of re-installing the repaired or replaced item upon receipt from Vertex. If Vertex determines the failure or defect to be a warranty-covered item, Vertex shall reimburse the Customer for the cost to ship the item to Vertex's designated repair facility. Any item repaired or replaced under warranty shall enjoy the remaining, unexpired warranty period of the original item. Vertex has no warranty obligation for a defect or damage that: (i) arises out of ordinary wear and tear; (ii) is of a cosmetic nature; (iii) results from lack of or improper maintenance, misuse, abuse or use for a purpose other than for which the item was intended or designed; (iv) results from repair or attempted repair by a party (including Customer) that is not authorized by Vertex to perform such repair; or, (v) caused by a Force Majeure Event.

(B) For items that are manufactured by others and delivered by Vertex under this Contract, Vertex shall pass-through the warranties of the original equipment manufacturer, if any, to the extent such are transferrable to the Customer. Vertex makes no other or additional warranties related to such items manufactured by others.

(C) Vertex warrants that its professional and technical services provided under the Contract will be

performed in a workmanlike manner by competent personnel with pertinent experience in the field of effort and will be performed with that degree of care and diligence generally accepted in the U.S. aerospace and defense industry in effect at the time of performance. If any of Vertex's services are found to be non-conforming within ninety (90) days after performance, then after receiving Customer's prompt written notice, Vertex shall at its cost and expense re-perform such non-conforming services. No other warranties/remedies apply.

(D) For software that Vertex provides as or as part of a delivered item, Vertex warrants that the media upon which the software is delivered will be free from defects in material and workmanship for a period of ninety (90) days. Vertex makes no warranty that the software will run uninterrupted, error-free, or virus-free. Vertex shall run the software through an industry-recognized anti-virus and malware program prior to delivery to the Customer.

(E) The warranty remedies provided in the Contract are the Customer's sole and exclusive remedies for breach of warranty and constitute Vertex's sole liability with respect to breach of warranty provision.

(F) **DISCLAIMER. VERTEX DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE, TITLE, AND NON-INFRINGEMENT.**

8. **Indemnity.** Each party is responsible for the effects of its own negligence and willful misconduct during performance of the Contract including the warranty period, and each shall defend and indemnify the other from and against all loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, to the extent such claim or cause of action arises out of the negligence or willful misconduct of the indemnifying party. The indemnified party shall provide prompt written notice to the indemnifying party, turn over sole control for the defense and settlement of the claim to the indemnifying party and the indemnified party shall cooperate with the indemnifying party in the defense as reasonably necessary at the indemnifying party's expense. If the joint or concurrent negligence of the parties is the sole cause of the damage or injury, each party shall share in the loss, cost or expense in proportion to its relative degree of negligence and the right of indemnity will apply to each such proportion.

9. **Insurance.** With respect to insurance requirements, Vertex shall provide appropriate limits and types of coverage based upon Vertex's standard types and limits of insurance as necessitated by the scope of work and consistent with Vertex's experience with similar projects and prevailing market conditions. Vertex shall carry insurance against risk of loss or damage to its own property or that for which it is responsible, and against liabilities for damages of third parties arising out of Vertex's negligence. If Customer requests, Vertex will furnish Certificate(s) of Insurance evidencing the types and amounts of policy coverages, and which will provide for prior written notice of cancellation of any of these policies. If the Customer requires any additional project-specific insurance policy, it shall advise Vertex and Vertex shall provide the estimated cost of obtaining such project-specific policy, which shall be incorporated into the Contract and into the Project price.

10. **Limit of Liability.** The parties agree that whether due to delay, breach of contract or warranty, tort (including negligence and strict liability) or otherwise, neither shall be liable to the other for any special, indirect, incidental, punitive or consequential damages of any nature whatsoever or howsoever arising, including, without limitation, the other party's loss of actual or anticipated profits or revenues, loss by reason of shutdown, non-operation or increased expense of manufacturing or operation, loss of use, cost of capital, damage to or loss of property or equipment, or claims of customers. The parties agree further that Vertex's total cumulative and aggregate liability for direct damages of Customer whether in contract, warranty, tort (including negligence or strict liability) or otherwise for performance or breach of the Contract or anything done in connection therewith, shall not exceed the total value of the Contract. This limitation of liability also extends to any of Vertex's subsidiaries, affiliates, contractors and subcontractors of every tier performing work under this Project. The time period for Customer to bring claims against Vertex must be within Vertex's performance period set forth in this Contract, including the warranty period. The limitations on the parties' liability set forth in this Article 10 survive cancellation, termination, or completion of the term of this Contract.

11. **Exclusive Remedies.** To the extent contractual remedies are specified for breach, such remedies shall be exclusive and in lieu of any other remedy.

12. Applicable Law.

(A) Each party understands and agrees that with respect to this Contract, it is bound by and must comply with the laws and regulations of the United States, including specifically those laws and regulations related to export control, Foreign Corrupt Practices Act and anticorruption, anti-boycott, and national security

concerning protection of U.S. classified information; and neither party will take or will be required to take any action inconsistent with applicable laws or regulations.

(B) In particular, the parties agree that the Contract and any dispute arising out of the Contract or related to the Contract shall be governed by the laws of the State of New Mexico without respect to its conflicts of laws principles, and further the parties agree to the exclusive jurisdiction in state or federal court in that locale.

(C) Notwithstanding the above, either party may seek injunctive relief in any court of competent jurisdiction against improper use of its proprietary information.

13. Dispute Resolution. The parties shall endeavor to resolve each dispute amicably and in a timely manner that reflects good faith and the spirit of cooperation. Resolution of the dispute will first be attempted locally through discussion and negotiation by the parties' on-site project managers and then, if still unresolved after 15 business days, through face-to-face meeting of each party's senior management responsible for respective business units performing on the Project; if the dispute cannot be resolved after a further 15 business days through these meetings, then either party may seek an acceptable resolution through facilitated mediation. If all such attempts fail to result in an acceptable resolution, then upon formal notification to the other party, either party initiate legal proceedings as permitted in this Agreement.

14. Taxes / Duties. Vertex's prices in the Contract include all applicable U.S. Federal, State, and local taxes and duties. Unless otherwise specifically stated in the Contract, Vertex's prices do not include any non-U.S. tax, customs duty, or levy which if imposed will result in an increase in the overall Contract price. If tax laws or regulations change and result in increased tax liability for Vertex, the Contract price will be equitably adjusted reflective of that increased tax liability of Vertex.

15. Intellectual Property. Background IP is intellectual property that is not produced under the Project Contract. Vertex provides a non-exclusive, nontransferable license to the Customer for the limited right to use the Background IP solely for the defined purpose or Project. Background IP may not be separated out from deliverables. For intellectual property produced under the Project Contract (Foreground IP), Vertex provides a non-exclusive, nontransferable license to the Customer for the right to use such Foreground IP. Vertex grants no right in or delivery of source code related Vertex Software (Background IP or Foreground IP) or to a third party's software. If the Customer is not the end user, Vertex will provide required software and other materials once the Customer legally binds the end-user to the terms of

Vertex's end-user license agreement. For software and other materials of subcontractors or suppliers of Vertex or their equipment delivered or software required under the Contract, Vertex shall pass through to the Customer those transferable rights granted to Vertex by the subcontractor/supplier conditional upon the Customer legally binding the end-user agreement to the terms of the subcontractor/supplier end-user license agreement, if any.

16. Confidentiality. Each party shall protect the other party's proprietary information from unintended disclosure or dissemination using the same degree of care and diligence it uses to protect its own information of a similar nature, but not less than reasonable care. In addition, each party shall control access to the other party's proprietary information in accordance with all applicable U.S. export control and security laws and regulations and shall indemnify, defend and hold the other party harmless from every violation caused by it. Upon request of the other party, each party shall either return or destroy all of the other party's proprietary information furnished to it, including every copy, and shall provide a certification of destruction if the other party so requests. Vertex makes no guaranty of accuracy and incurs no liability with respect to the proprietary information furnished to the Customer.

17. Suspension.

(A) The Customer may temporarily suspend all or part of Vertex's performance under the Contract from time to time upon written notice to Vertex. During the period of suspension, the parties will mutually agree upon the level of support and resources that remain committed to the Project pending conclusion of the suspension and the Customer agrees to reimburse Vertex for these costs. Within ninety (90) days of Customer notice of suspension, the Customer shall either direct Vertex to re-commence performance or advise Vertex that the Contract is to be terminated. If the Contract is recommenced, the parties will agree on an equitable adjustment in the schedule and the Contract price for impacts caused by such period of suspension. If following the suspension period the Contract is not recommenced, then either party may terminate the Contract by formal notification to the other and Customer shall pay Vertex for each milestone event accomplished and delivery made in accordance with Exhibit 3, as well as for Vertex's termination settlement costs, including its work in process and non-cancellable liabilities.

(B) In the event the Customer fails to pay any Vertex invoice within thirty (30) days following the date such invoice is payable, Vertex reserves the right to suspend performance upon written notice to the Customer until payment to Vertex is made in full, upon which time Vertex shall be entitled to an equitable adjustment in the schedule and Contract price.

18. Termination.

(A) Either party may terminate all or a portion of the Contract for default, which is defined as a substantial breach of a material provision by the other party. In addition, either party may terminate the Contract if the other:

- (i) seeks protection under bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or if a receiver is appointed for the whole or any part of its assets;
- (ii) assigns this Contract, in whole or in part, to a third party without prior written approval; or,
- (iii) is acquired by a third party that is unacceptable (at the non-acquired party's sole discretion); or, if it becomes evident that the other party cannot fulfill its material obligations under the Contract.

(B) Prior to termination, the terminating party shall provide written notice to other party and the other party shall provide its remedial plan within ten (10) business days of such notice. Upon submission of the remedial plan, the parties will confer with the intent to agree on the details and schedule of the remedial plan, each party acting reasonably and in good faith. If the remedial plan is not accepted or cannot be agreed, this Agreement may be terminated upon formal notice of termination.

(C) If Vertex terminates this Contract for default, Customer shall be liable to reimburse Vertex for actual costs incurred including non-cancellable liabilities.

(D) In any event, Customer shall pay Vertex in accordance with Exhibit 3 for all items actually delivered and milestones accomplished prior to the date of termination.

19. General Provisions.

(A) Independent Contractor. The parties do not intend to create a joint venture, pooling arrangement, partnership, or formal business organization of any kind; and neither party shall have authority to bind the other nor act as an agent for the other.

(B) No Export. Each party agrees it will not export, transfer or otherwise divulge technical data or provide defense services to any non-U.S. entity or person (including any U.S. employee of a non-U.S. entity) without first obtaining the required official export authorization(s). Vertex shall be responsible for submitting applications for all required export authorizations necessary for shipment of export-controlled items, technical data or provision of defense services.

(C) Assignment. Neither party may sell, assign, delegate or otherwise transfer the Contract or any right or obligation to a third party without the other party's written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Vertex reserves the right at

its sole discretion to terminate this Contract in its entirety in the event Customer is acquired or this Contract is part of an acquisition by a third party unacceptable to Vertex.

(D) Waiver. Any failure by a party at any time to enforce or require the strict performance by the other party of any of the terms and conditions of the Contract shall not constitute a waiver by such party, and no waiver shall be binding unless executed in writing by the authorized representative of the party granting such waiver. Either party may affirm or reinstate a specific obligation or requirement set forth in the Contract, which was previously waived, by formal written notification to the other party.

(E) Amendment. The Contract may be modified or amended only with the prior written consent of authorized representatives of both parties.

(F) Publicity. Neither party shall make any news release, public announcement, advertisement or publicity concerning the Project, any proposals, any resulting contracts, or any subcontracts to be carried out without the prior written consent of the other party.

(G) Notices. Each party shall identify by name of the individual and provide the address and other pertinent information for the designated point of contact within its organization for receipt of formal notices. Any formal notice under, or in connection with, the Contract shall be in writing to other party's named individual point of contact at the address as designated in writing. Either party may change its designated point of contact by written notice to the other party.

(H) Severability. If any provision of the Contract is held to be unenforceable to any extent, the provision shall be reformed to the fullest extent permissible to affect the original intent of the parties, and the other provisions shall remain fully effective. Any such reformation of an illegal or unenforceable provision shall be incorporated pursuant to Article 3 entitled "Changes". In any event, Customer remains obligated to pay Vertex for work performed in accordance with Article 4 entitled "Payments".

(I) Order of Precedence. In the event of any conflict, inconsistency or ambiguity between the provisions of the Contract, Exhibits, Appendices, Annexes, Attachments, and any referenced documents, the following order of precedence in descending order shall apply: (i) The Articles of this Contract; (ii) The Statement of Work, Exhibit 1; (iii) All other Exhibits, Appendices and Attachments; (iv) Any other document referenced in the Contract.

(J) Headings. Headings in the Contract are merely for the convenience of the reader and shall have no force or effect on interpretation of the terms of the Contract.

(K) Integration. The Contract shall constitute the entire contemporaneous representations, proposals, discussions and agreement of the parties and shall supersede all prior communications, whether oral or in writing.

[END]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate originals by their duly authorized representatives.

Vertex Aerospace LLC, a V2X Company

By: Justin T Burns Digitally signed by Justin T Burns
Date: 2023.08.24 10:42:13 -04'00'
Print Name: Justin Burns
Print Title: Principal Specialist, Contracts
Date Signed: 08/24/2023

City of Santa Fe, Regional Airport

By: John Blair John Blair (Sep 13, 2023 15:08 MDT)
Print Name: John Blair
Print Title: City Manager
Date Signed: Sep 13, 2023

Attest:

Kristine Mihelcic
Kristine Bustos Mihelcic, City Clerk *XIV*

City Attorney's Office:

Kevin L. Nault Kevin L. Nault (Aug 21, 2023 15:35 MDT)
Assistant City Attorney

Approved for Finances:

Emily K. Oster Emily K. Oster (Sep 13, 2023 15:03 MDT)
Emily Oster, Finance Director

SEE ATTACHED ADDENDUM

City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between VERTEX and the CITY OF SANTA FE (Customer).

RELEASE

VERTEX, upon acceptance of final payment of the amount due under this Agreement, releases the CUSTOMER, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. VERTEX agrees not to purport to bind CUSTOMER to any obligation not assumed herein by CUSTOMER unless VERTEX has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

Pursuant to paragraph 9 of this agreement, VERTEX shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount set as the City's maximum liability under the New Mexico Tort Claims Act in NMSA 1978, Section 41-4-19, currently \$1,050,000.00. VERTEX shall furnish CUSTOMER with proof of insurance of VERTEX's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than CUSTOMER and VERTEX. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

CIVIL RIGHTS

VERTEX may not, in performing its obligations under this agreement, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements.

Further, VERTEX shall not discriminate on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, physical or mental disability, medical condition or citizenship status, or, if the employer has fifty (50) or more employees, spousal affiliation; provided, however, that 29 U.S.C. Section 631(c)(1) and (2) shall apply to discrimination based on age.

City of Santa Fe:

John Blair
John Blair (Sep 13, 2023 15:08 MDT)

John Blair, City Manager

Date: Sep 13, 2023

VERTEX: Justin T Burns Digitally signed by Justin T Burns
Date: 2023.08.24 10:42:57 -0400

Justin Burns Principal Specialist, Contracts
Name & Title

Date: 08/24/2023

Attest:

Kristine Mihelcic
Kristine Bustos Mihelcic, City Clerk
XIV

City Attorney's Office:

Kevin L. Nault
Kevin L. Nault (Aug 21, 2023 15:55 MDT)
Senior Assistant City Attorney

Approved for Finances:

Emily K. Oster
Emily K. Oster (Sep 13, 2023 15:03 MDT)
Emily Oster, Finance Director

EXHIBIT 1
STATEMENT OF WORK
(including Assumptions)

Vertex Checked Baggage Equipment Relocation:

- Site survey
- Concept drawing (as requested, Professional Engineer stamps are not included in Vertex's scope of work)
- Rigging of (1) CT-80. Rigging to be completed in one day.
- Site Lead oversight during CT-80 decommission, installation and testing phase
- As-built drawings

Note: OEM decommissioning, installation, and testing is not included in Vertex's scope of work. It is understood that these services will be contracted directly with the OEM.

Assumptions

- Vertex requires an executed subcontract NLT 3 weeks prior to proposed deployment in order to provide sufficient lead time to issue subcontracts. Any award after that date may result in adjustment in cost and schedule.
- Each bid phase is performed during one contiguous travel period (one trip in and one trip out). Any excessive delay in travel (i.e., next day delay) due to weather, natural or man-made disasters, public unrest, airline equipment failures, etc. will result in a change order.
- No extra time for addressing failed units or delays caused by equipment performance. Extra days on site above the planned duration will result in a change order.
- No site preparation or restoration is included in this proposal.
- No Professional Engineer (PE) stamps are included in this proposal. If PE stamps are found to be necessary, a change order will be required.
- No OEM support, including de-installation or re-installation, is included in this proposal.
- No wall demolition is included in this proposal. It is assumed to be completed by General Contractor.
- No special access requirements; Local TSA, Airport or GC will provide escort as required.
- Procurement is for services only. Improvements of equipment aesthetics, such as the repainting or replacement of metal works, or replacing of belts, curtains or any subcomponent of the equipment is not included.
- Repair or replacement of currently worn or damaged subcomponents, such as wheels, belts, buttons and leveling feet are not included.
- Seller does not warranty the performance of the equipment after OEM certification as maintenance and operation is the responsibility of TSA.
- Services do not require permits and do not include coordination with local TSA project personnel.
- No assessment of the structural strength, stresses, or loading analyses will be required. No asbestos survey analysis, asbestos abatement, environmental analysis, or other analysis will be required.
- Inclement weather, state of emergency, and/or pandemic may prevent timely travel to and from airport sites in efforts to meet the schedule for site surveys and site validation reports.
- No Ground Penetrating Radar priced or needed.

EXHIBIT 2

LIST OF DELIVERABLES AND DELIVERY DATES

(including Acceptance Criteria)

Checked Baggage Equipment Relocation (Relocation): Daily Reports will be submitted during each day of the Relocation phase. Relocation is expected to be completed within one week. Relocation will be considered complete upon TSA approval of the concept drawing, airport acceptance of the position of the CT-80 after rigging, and submittal of the as-built drawing.

The Period of Performance is from 30 August 2023 – 15 November 2023. Actual time on site for the movement of equipment is only expected to be one day.

EXHIBIT 3

PAYMENT SCHEDULE

Due to the short duration of the project, only one invoice for the full contract value of \$34,834.00 will be submitted upon completion of the Checked Baggage Equipment Relocation as defined in Exhibits 1 and 2.



City of Santa Fe, New Mexico

Memorandum



DATE: August 25, 2023

TO: John Blair, City Manager

VIA: Layla Archileтта-Maestas, Deputy City Manager
James Harris, Airport Manager

FROM: James Garduno, Airport Project Administrator *JG*

ACTION:

Request for the approval of Goods and Services Contract with Vertex Aerospace LLC in the total amount of \$34,834.00 including NMGRT to supply site survey, drawings, rigging and as built drawings for Transportation Security Administration (TSA) security equipment move at the Santa Fe Regional Airport.; James Garduno, Project Administrator, jdgarduno@santafenm.gov, 505-670-3232 James Harris, Airport Manager, jcharris@santafenm.gov, 505-955-2901

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is completing a Terminal expansion project. During the project the TSA's baggage scanning machine needs to be moved to a new location in the terminal. Bradbury & Stamm will install all required electrical outlets as required by TSA. For this move we will be contracting Vertex and Leidos. This Contract will allow Vertex to supply a site survey, drawings, rigging and as built drawings. \$34,834.00

PROCUREMENT METHOD:

This work is being procured via Vertex GSA Contract 47QRAD20DUI33.

CONTRACT NUMBER:

The FY23 Munis contract number is 3204289.

FUNDING SOURCE:

Project: Airport Terminal Expansion

Fund Name/Number: Airport/545

Munis Org Name/Number: Airport-Capital Project/5450407

Munis Object Name/Number: WIP Construction/572970

ATTACHMENTS:

Contract

Proposal

Procurement (GSA) Memorandum

Business License

Certificate of Insurance (COI)

Procurement Checklist

Summary of Contracts



City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

MEMORANDUM

Date: September 1, 2023

To: **Vertex Aerospace LLC**

Attn: **Justin Burns**

From: *Travis Dutton-Leyda, Chief Procurement Officer, City of Santa Fe Purchasing Division*
RE: GSA Contract **47QRAD20DU133, OASIS Unrestricted, Pool 1**

The City of Santa Fe by mutual agreement between the City and **Vertex Aerospace LLC** is willing to enter into a GSA price agreement based on the following requirements:

1. Provide an updated Federal Supply Schedule to include current or updated contract dates.
2. *Purchases based on 13-1-129 (A)(1) NMSA 1978:* The Contractor is willing to extend their GSA pricing, terms and conditions to the City of Santa Fe at prices equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the City of Santa Fe and the purchase order adequately identifies the contract relied upon.

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to the email you received with this request.

☒ **I agree to extend and/or renew the above referenced GSA price agreement.**

☐ **I DO NOT agree to extend and/or renew the above referenced GSA price agreement.**

Justin Burns, Principal Specialist, Contracts

Print Name, Title

justin.burns@GoV2X.com

Email Address

Justin Burns

Signature

Vertex Aerospace LLC

Company Name

9/1/2023

Date

555 Industrial Dr. S, Madison, MS 39110

Address

Cc: Travis Dutton-Leyda, Chief Procurement Officer
Procurement File

ONE ACQUISITION SOLUTION FOR INTEGRATED SERVICES (OASIS) UNRESTRICTED, POOL 1

CONTRACT DATA

Vehicle Type	Multi-Agency, Multiple Award Contract (MAC)
Contracting Agency	General Services Administration (GSA)
Eligible Users	All Federal Agencies Worldwide
Government User Fee	Innovative tiered access fee ranging from 0.1% to 0.75% based on obligation level.
Task Order Types	All Contract Types Including: FFP, T&M, Cost, and Hybrids
Period of Performance	September 29, 2020 – December 19, 2024
Contract Number	47QRAD20DU133
Contract Benefits	Tier 3, Best-in-Class (BIC) contract vehicle, single solution for complex requirements, no maximum order or ceiling limitations, ordering Contracting Officer determines terms and conditions and/or provisions and clauses, evaluation criteria, and method of awards.



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: VERTEX AEROSPACE LLC

Business Location: 555 INDUSTRIAL DR
SOUTH MADISON, MS 39110

Owner: VERTEX AEROSPACE LLC

License Number: 235811

Issued Date: September 05, 2023

Expiration Date: September 05, 2024

CRS Number: 02483343006

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

VERTEX AEROSPACE LLC
555 INDUSTRIAL DR
SOUTH MADISON, MS 39110

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

Page 1 of 2

DATE (MM/DD/YYYY)
08/29/2023

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS: certificates@willis.com																					
INSURED Vertex Aerospace, LLC 555 Industrial Drive South Madison, MS 39110	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>Indemnity Insurance Company of North Ameri</td><td>43575</td></tr><tr><td>INSURER C:</td><td>AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER D:</td><td>ACE Fire Underwriters Insurance Company</td><td>20702</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	Indemnity Insurance Company of North Ameri	43575	INSURER C:	AIG Specialty Insurance Company	26883	INSURER D:	ACE Fire Underwriters Insurance Company	20702	INSURER E:			INSURER F:		
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INSURER D:	ACE Fire Underwriters Insurance Company	20702																				
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W29919406

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 SUBR INSD 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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HDO G72963209	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H25578399	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	WLR C70317734	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Special Professional Liability		02-346-30-61	01/04/2023	03/01/2024	Limits \$2,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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ACORD 25 (2016/03)

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SR ID: 24595205

BATCH: 3109668

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Vertex Aerospace, LLC 555 Industrial Drive South Madison, MS 39110	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company

NAIC#: 20702

POLICY NUMBER: SCF C70317771

EFF DATE: 03/01/2023

EXP DATE: 03/01/2024

TYPE OF INSURANCE:

Workers Compensation and
Employers' Liability
Per Statute

LIMIT DESCRIPTION:

E.L. EACH ACCIDENT
E.L. DISEASE -EA EMP
E.L. DISEASE -POLICY

LIMIT AMOUNT:

\$1,000,000
\$1,000,000
\$1,000,000



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vertex Aerospace LLC

Procurement Title: Goods & Services

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

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

Department Requesting Santa Fe Regional Airport Staff Name James Garduno

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

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

James Garduno Project Administrator August 25, 2023

Department Rep Printed Name (attesting that all information included) Title Date

Travis Dutton-Leyda Purchasing Officer Sep 5, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

ITT Representative (attesting that all information is reviewed) Title Date

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



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3204289

Contractor: Vertex

Description: Request for the approval of Goods and Services Contract in the total amount of \$34,834.00 including NMGR to supply site survey, drawings, rigging and as built drawings for Transportation Security Administration (TSA) security equipment move at the Santa Fe Regional Airport.

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: TBD Term End Date: June 30, 2026

☐ Approved by Council Date: _____

Contract / Lease: Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. Procurement History: GSA

[Signature] Sep 5, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: Airport Terminal Expansion

Org / Object: 5450407.572970

Andy Hopkins Sep 5, 2023
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: James Garduno Phone # 505-670-3232

Email: jdgarduno@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

23-0557 Vertex Aerospace

Final Audit Report

2023-09-13

Created:	2023-09-12
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_igKdrlwwCUILWsFqwaTNUQ_YI2bDxCd

"23-0557 Vertex Aerospace" History

 Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)

2023-09-12 - 4:21:40 PM GMT- IP address: 63.232.20.2

 Document emailed to ekoster@santafenm.gov for signature

2023-09-12 - 4:23:39 PM GMT

 Email viewed by ekoster@santafenm.gov

2023-09-13 - 9:01:31 PM GMT- IP address: 104.47.64.254

 Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster


2023-09-13 - 9:03:14 PM GMT- IP address: 63.232.20.2

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


Signature Date: 2023-09-13 - 9:03:16 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to jwblair@santafenm.gov for signature


2023-09-13 - 9:03:18 PM GMT

 Email viewed by jwblair@santafenm.gov


2023-09-13 - 9:07:53 PM GMT- IP address: 216.207.130.218

 Signer jwblair@santafenm.gov entered name at signing as John Blair

2023-09-13 - 9:08:19 PM GMT- IP address: 216.207.130.218

 Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2023-09-13 - 9:08:21 PM GMT - Time Source: server- IP address: 216.207.130.218

 Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature

2023-09-13 - 9:08:23 PM GMT

 Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

2023-09-13 - 9:31:33 PM GMT- IP address: 104.47.65.254



Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-09-13 - 9:31:56 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2023-09-13 - 9:31:56 PM GMT



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Acrobat Sign