




City of Santa Fe, New Mexico


Memorandum



DATE: July 5, 2024

TO: John Blair, City Manager

VIA: Regina Wheeler, Public Works Director 
Regina Wheeler (Jul 16, 2024 17:02 MDT)

FROM: Gabrielle Chavez, Transit Director of Administration 
Gabrielle Chavez (Jul 16, 2024 17:01 MDT)

ACTION:

Request for Approval of a Three (3) Year Contract in the Total Amount of \$157,116.00 (Excluding GRT) for a Professional Services Agreement with Remix Technologies LLC for Transit Planning and Scheduling; Gabrielle Chavez, gnchavez@santafenm.gov.

BACKGROUND AND SUMMARY:

The Transit Division uses Remix Technologies, LLC. planning and scheduling tools to provide our division with all the necessary elements linked within a single software package. This has allowed the Transit Division to plan and implement significant improvements in efficiency with planning and scheduling based on a variety of demographic and public information gathered by the software.

In addition to the major service plan, the Remix software allows the Transit Division to quickly evaluate the impacts, feasibility, and costs of incremental service changes (activities that previously took many hours to compile). Additionally, the scheduling component allows us to schedule our transit operator shifts more efficiently. Remix software has also provided demographic analysis for other projects within the Transit Division.

Remix Technologies LLC. provides a cloud-based software-as-a-service transit planning and scheduling software platform that currently provides rapid route design, import/analysis/modification of existing transit routes demographic analysis, operating cost calculations, travel time visualizations, and Title VI analysis, run cutting and scheduling into a single, integrated platform. This software is manufactured, sold and distributed exclusively by Remix Technologies, LLC.. Remix Technologies, LLC. maintains all copyright privileges for their products and these products must be purchased directly from the company. There are no agents or dealers authorized to represent these products and no division of Remix Technologies, LLC. has any right of sub-license to make a similar or competing product.

PROCUREMENT METHOD:

The procurement method is Sole Source which expires June 30, 2027.

FUNDING SOURCE:

Fund Name/Number: TRANSBUS/540

Munis Org Name/Number: Trans Admin/5400091

Munis Object Name/Number: Software Subscriptions/530710

ATTACHMENTS:

Sole Source Request and Determination Form

REMIX Contract

Procurement Checklist

Summary of Contracts

Business Registration

Certification of Liability

Written Determination

Horizon Declination

ITT Review/approval

Reviewed by: *Halona Crowe*



City of Santa Fe, New Mexico



SOLE SOURCE REQUEST AND DETERMINATION FORM

This Sole Source request form **must** be submitted to the Central Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).

Complete this form in its entirety!

Date: 3/15/2024

Prepared By: Flora S. Montoya

Email: fsmontoya@santafenm.gov

Phone #: (505) 955-2053

Description of Goods/Service to be Procured (short title):

On Call-Coverage Notification Center

Vendor Name: Remix Software, Inc.

Address: 1128 Howard Street

City: San Francisco

State: CA

Zip Code: 94103

Justification (choose from the drop down): Sole Vendor

Type of good/service (choose from the drop down): Services

*Estimated Cost: \$157,116.00

Term of Contract: 3 years

*Tax is subject to change. Ensure the amount matches the amount to be invoiced. If the vendor must charge tax, they need to state that "tax will be added on the invoice" or include it in their quote.

Quantity of the service: 3-year licenses for cloud-base Remix software-as-a-service to transit.
example: 12 MONTHS, 15 LICENSES, ETC.

Conversion: To Contract Org / Object: 5400091.530710

Place checkmarks to affirm you agree and have included these documents:

- The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.
- Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)
- If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.



City of Santa Fe, New Mexico



Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126:

- There is only one source for the required service, construction, or item of tangible personal property.
- The service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract.
- Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

1. Explain the purpose/need of purchase. Ensure to include a thorough **scope of work** for the services, construction, or item(s) of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

-Please note that specifications cannot be narrowly drafted to preclude competition solely to allow award to a favored vendor.

Remix is a web base computer software program specifically created for the transit industry that allows transit agencies to design routes in different scenarios and immediately have an understanding of operating costs and demographic impact. The program allows easy map-based route manipulations that instantly demonstrates how changes to a route would affect population coverage and show the financial cost of providing the service. Remix also provides a “run cutting” and scheduling module that takes the redesigned service plan and quickly and easily creates runs and scheduling for the new service.

Transit Division staff conducted research which included a comprehensive internet search and a number of transit agencies to identify available tools to assist in such efforts. Through this research, the transit planning and scheduling tool provided by Remix Software, Inc. was the only product identified that provided all the necessary elements linked in a single software package to allow the Transit Division to plan and implement a new service plan.

2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The Remix Software will allow Transit Division staff to conduct the majority of the evaluation for service scenarios, run cutting and scheduling in house and on a recurring basis. These are activities that have historically been conducted by consultants at a cost in excess of \$100,000 for a single instance and can take up to 1 year to complete.

3. Provide an explanation of the prospective vendor's unique qualifications, proprietary rights, or capabilities that make them the only source able to meet the intended purpose of the contract. Uniqueness should be fact-based and substantially related to the contract's purpose. Reasons should focus on factual uniqueness rather than statements such as "best" or "least costly" source.



City of Santa Fe, New Mexico



Remix is the only provider of integrated transit planning software that can connect transit planning to street design, mobility management, and flexible data analysis, enabling transportation professionals with the complete mobility toolkit. With Remix's flexible and robust data analysis capabilities, the Remix platform is the only transit planning software specifically designed to help professionals integrate equity analysis into all workflows. Remix is uniquely positioned to work within an agency's existing processes and minimizes an organization's risk for vendor lock-in, maximizing the potential for collaboration.

4. Explain why other similar professional services, services, construction, or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

As discussed above in section two, the Remix Software is the only company in the state that handles one call coverage for all the participating utilities in the state. The City of Santa Fe is a participating utility.



City of Santa Fe, New Mexico



Approvals:

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: Mar 27, 2024

Department Approval by:

Thomas Martinez
Thomas Martinez (Mar 18, 2024 15:08 MDT)

Thomas Martinez, Transit Department Director

Date: Mar 18, 2024

Pursuant to NMSA 1978, Section 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced vendor were received. *This Sole Source determination will be valid for the term stated on the first page of this document.*

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: Apr 30, 2024

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT WITH FEDERAL FUNDS**

Transit Planning Software

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City,” and Remix Technologies, LLC herein after referred to as the “Contractor.”

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work:

License for cloud-based software-as-a service transit planning software platform that provides rapid route design, import/analysis/modification of existing transit routes, demographic analysis, operating cost calculations, travel time visualizations, and Title VI analysis into a single, integrated platform (See Exhibit A).

1. Remix Planning 3-year license.
2. Remix Scheduling 3-year license.
3. Remix On-Demand Planning 3-year license

Remix licenses include an unlimited number of users within the Customer's organization. Software as a Service (SaaS): fully hosted, cloud-based web platform. Platform functionality as described on pages 4-6 of Exhibit A with continuous improvements released throughout the course of the contract.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 FY 24/25- License for cloud-based Remix Transit Planning/Scheduling, On-Demand Planning software		\$49,206
02 FY 25/26- License for cloud-based Remix Transit Planning/Scheduling, On-Demand Planning software		\$51,880

03 FY 26/25- License for cloud-based Remix Transit Planning/Scheduling, On-Demand Planning software
\$56,030

The total compensation under this Contract shall not exceed \$157,116 excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Contract are subject to the following provisions.

- A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate on June 30, 2027. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of three (3) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

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

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

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. Provisions For Non-United States Federal Entity Procurements Under United States Federal Awards Or Other Awards

When the City uses United States federal grant funds to purchase goods or services, such procurements may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. The City may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when the City accesses the Contractor’s Equipment, Products, or Services with United States federal funds.

A. No Government Obligation to Third Parties

a. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) or other applicable federal law on the Contractor, to the extent the Federal Government deems appropriate.

c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

C. Access to Records

The Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In accordance with 2 CFR 200.333, the Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

D. Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

E. Civil Rights

The following requirements apply to the underlying contract:

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

F. Disadvantaged Business Enterprises

a. It is the policy of the Department of Transportation and the City that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this contract. Consequently, the DBE requirement of 49 C.F.R. applies to this contract.

b. The Contractor or subcontractor shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

c. The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the the City. This clause applies to both DBE and non-DBE subcontractors.

d. The Contractor or its subcontractors agrees to ensure that DBEs as defined in 49 C.F.R. have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with federal funds provided under this contract. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform under this contract. Contractors shall not discriminate on the basis of race, creed, color, age, sex or national origin in the award and performance of DOT-assisted contracts.

e. DBEs will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and or proposals.

G. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220, 2 CFR 200.318, and subsequent revisions are hereby incorporated by reference.

Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the City request, which would cause the City to be in violation of the FTA terms and conditions.

H. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

I. Termination

a. Termination for Convenience: the City may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

b. Termination for Cause: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure: the City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

J. Seat Belt Use

The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

K. Safe Operation of Motor Vehicles

The Contractor agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; (ii) Recipient Size. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and (iii) Extension of Provision. The CONTRACTOR agrees to encourage its subcontractors to comply with this Special Provision, and include this Special Provision in each third party subcontract at each tier supported with federal assistance.

L. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

[Public Law 115-232](#), section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

M. Governmentwide Debarment and Suspension

By signing and submitting its bid or proposal, the offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

N. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the City so that it can notify the Federal Government. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Contractor agrees to include a similar notification requirement in subcontracts exceeding \$25,000 financed in whole or in part with federal assistance provided by FTA and must require each subcontractor to include an equivalent provision in its federally assisted subcontracts exceeding \$25,000.

O. Lobbying Restrictions

The Contractor agrees to:

- a. Refrain from using Federal assistance funds to support lobbying,
- b. Comply and assure the compliance of each Subcontractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- c. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

P. Buy America

The Contractor agrees to comply with 49 U.S.C. §5323(j) and 49 C.F.R. Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. §661.7, and includes microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Q. Clean Air

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

R. Clean Water

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§1251 through 1377. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

S. Breaches and Disputes

a. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

b. Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

c. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of West Virginia or Ohio as applicable.

e. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

T. Transit Employee Protective Arrangements

a. The Contractor agrees, if applicable, to comply with the transit employee protective requirements as follows:

(i) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49

U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311.

b. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

U. Charter Bus Requirements and School Bus Requirements

Charter Bus Requirements

The Contractor agrees to comply with 49 U.S.C. §5323(d) and 49 C.F.R. Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. §604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Requirements

The Contractor agrees to comply with 49 U.S.C. §5323(f) or (g) and 49 C.F.R. Part 605, which provide that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

V. Substance Abuse

To the extent applicable, the Contractor agrees to establish and implement a drug and alcohol testing program that complies with FTA regulations 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" and 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" as well as any additional requirements which may be placed into effect during this project.

W. Recycled Products

To the extent applicable, the Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

23. Scope of Contract; Merger

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

All terms and conditions of the Remix **Sole Source #40-M0087-24-CP089** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

24. **Notice**

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

25. **Equal Opportunity Compliance**

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

26. **Indemnification**

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

27. **New Mexico Tort Claims Act**

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

28. **Applicable Law**

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

29. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

30. **Incorporation by Reference and Precedence**

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

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

31. **Workers' Compensation**

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

32. **Inspection**

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

33. **Inspection of Services**

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

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

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

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

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

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

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

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

34. **Insurance**

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

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

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

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

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

35. **Impracticality of Performance**

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

36. **Invalid Term or Condition**

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

37. **Enforcement of Contract**

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

38. **Patent, Copyright and Trade Secret Indemnification**

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

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

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

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

39. **Survival**

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

40. **Disclosure Regarding Responsibility**

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

state agency or local public body.

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

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

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

41. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

42. **Notification**

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

To the City:

Gabrielle Chavez, Transit Director of Administration
City of Santa Fe, 2931 Rufina Street, Santa Fe, NM 87505
gncavez@santafenm.gov
(505) 955-2055

To the Contractor:

Nicole Crim - Nicole.crim@ridewithvia.com
Or
Vikram Seethepalli - Vikram.seethepalli@ridewithvia.com
114 5th Avenue, Floor 17
New York, NY 10011

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

Nicole Crim - Nicole.crim@ridewithvia.com
Or
Vikram Seethepalli - Vikram.seethepalli@ridewithvia.com
114 5th Avenue, Floor 17
New York, NY 10011

43. **Succession**

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

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

CITY OF SANTA FE:

Contractor:
Remix Technologies LLC

JOHN BLAIR
JOHN BLAIR (Jul 17, 2024 12:52 MDT)

Dillon Twombly
Dillon Twombly (Jul 5, 2024 15:07 EDT)

JOHN BLAIR, CITY MANAGER

Dillon Twombly, Vice President

DATE: Jul 17, 2024

DATE: Jul 5, 2024

CRS# 03-556382-00-6

Registration # 230653

ATTEST:

GERALYN CARDENAS

GERALYN CARDENAS, INTERIM CITY CLERK

xiv

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 5, 2024 13:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Lobbying Certification

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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



Dillon Twombly (Jul 5, 2024 15:07 EDT)

Signature of Contractor's Authorized Official

Dillon Twombly Vice President

Name and Title of Contractor's Authorized Official

Jul 5, 2024

Date

Remix Technologies, LLC

Documentation of Unique Functionality and Features

EXECUTIVE SUMMARY

Remix is the only provider of integrated transportation planning software that connects flexible data analysis with transit planning and street design, enabling transportation professionals with the complete mobility toolkit. Remix enables agencies to strategically design and analyze the best transportation options for their community. More than 17,000 transportation professionals around the world use Remix to make data-driven decisions and build consensus with key stakeholders and members of the public to shape the future of transportation.

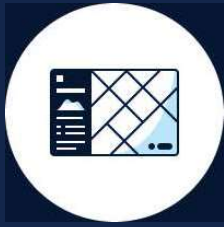
Transportation data lives in different formats, systems, and silos. Remix brings critical datasets from disparate sources together into a unified view so you can understand existing conditions and gain insights across many dimensions.

With Remix's flexible and robust data analysis capabilities, the Remix platform is the only transportation software specifically designed to help professionals integrate equity analysis into all workflows. Remix is built on, and champions, open data standards, making us uniquely positioned to work within an agency's existing processes, and minimizes an organization's risk for vendor lock-in, maximizing the potential for collaboration. Remix is the first and only collaborative mapping platform made to be used by multiple departments across a diverse set of stakeholders and, unlike other technology offerings, is intentionally designed for community engagement.

Remix is cloud-based and provides an unlimited number of user accounts within a customer organization, providing the flexibility to use Remix at home offices, team meetings, or stakeholder outreach, as well as access to the most-up-to-date version of Remix without hidden update fees or costly en-premise installation and maintenance. Remix is updated continuously based on customer feedback and research; in 2022, the product development team launched over 100 improvements and new features to the platform. Remix's best-in-class software is paired with Remix's expert customer success team, a team of consultants and transportation professionals to support the long-term success of our clients' transportation programs and projects. Each customer organization is assigned a dedicated Customer Success Manager, ready to ensure an organization is thriving from the moment it becomes a customer. When an organization procures Remix,

they don't just procure technology — they procure transportation expertise, influence in software innovation, access to Remix's large network of planning professionals.

Key Distinguishing Features



Powerful multimodal analysis

Remix Transit (Planning + Scheduling) is a single tool for all your continuous planning needs, from strategic planning through service planning, with Remix's signature emphasis on the most intuitive interface, user control, and collaboration throughout.

REMIX PLANNING

Remix Planning is the first platform for public transit where an agency can design and evaluate anything from a route detour to a full system redesign, and everything in between. Unique specifications include:

- Cloud-based software with a drag-and-drop interface for drawing transit routes with instant analysis on operational and demographic details
- Built to utilize existing bus stop infrastructure and agency's General Transit Feed Specification (GTFS)
- Customizable timetables with timepoints and trip variants
- Customizable vehicle blocking for accurate cost estimates
- "Jane", Remix's travel time isochrone that visualizes access and mobility across a transit network — takes into consideration the pedestrian network to provide an accurate representation how people navigate the built environment
- Full integration with Remix Scheduling

REMIX ON-DEMAND

Remix On-demand is the first planning tool that integrates on-demand planning to Remix Transit, so that your mobility programs fully complement your multimodal vision. Never plan in a vacuum - Remix's holistic planning system ensures that your plans are data-driven, multimodal, and collaborative within and across teams. Unique specifications include:

- Models that provide estimates on cost and service quality based on real deployment data and characteristics of the agency's proposed on-demand program
- Expert algorithms and data modeling based on Via's proprietary data source collected from 100+ agency deployments and over 60 million shared rides.
- Unlimited number of models to ensure iterability in planning the right on-demand program for your community
- Estimates on the demographic impacts of your proposed plans -

empowering you to make informed decisions by understanding the tradeoffs

REMIX SCHEDULING

Newly launched in November 2022, Remix Scheduling lets you make smarter service decisions by combining the art and the science of scheduling. With multiple runcut options, easy – and compliant – GTFS exports, and lightning-fast outputs, you can move away from manual tools and cumbersome software to intuitive rosters and actionable recommendations:

- Remix's algorithm considers your agency's preferences and parameters to create multiple optimized options – in just a few minutes with easy-to-understand tradeoffs.
- With a simple click, you can create complete and accurate GTFS data for immediate upload, so your riders can stay informed and plan accurate trips.
- Transit to Scheduling works seamlessly together as you make changes, pass along timetables, schedule your vehicles and operators, and start the bidding process.
- Remix Scheduling imports timetables and previous bids so you're always building on what you know.



Flexible data analysis

Remix is the only transportation planning platform designed for quick

REMIX EXPLORE

Remix Explore is Remix's data platform designed for powerful and flexible data analysis that is visually compelling and easy-to-use. Designed to support anything from a board presentation, equity analysis, or grant funding proposals. Unique specifications include:

- Instant demographic statistics on any geographic boundary: a custom shape, point, line, or predefined region, like census tract or zip code
- "Breakdown Tables" to dig deeper and uncover the interaction between multiple demographic variables

OUT-OF-THE-BOX DATA LAYERS

Out-of-the-box data layers and visualizations are available to customers immediately. Unique specifications include:

and flexible data analysis that is intuitive to use.

- For customers in the US: visualization of demographic data from American Community Survey (ACS), jobs data from Longitudinal Employer-Household Dynamics (LEHD), commutes data from Census Transportation Planning Product (CTPP), origin-destination data from Origin-Destination Employment Statistics (LODES), essential services data with Homeland Infrastructure Foundation-Level Data (HIFLD), infrastructure data with the Bureau of Transportation Statistics (BTS), and political boundaries data with Community Development Financial Institutions Fund (CDFI Fund) and Census.
- Interactive data layers for filtering and rescaling data
- “Delta Layers” to calculate change over time across multiple ACS and Census datasets

CUSTOM DATA LAYER UPLOADS

Customers can self-service upload their own data or work with Remix’s expert data visualization team. Unique specifications include:

- Data uploads shared across an account organization to promote collaborative workflows
- Examples of uploaded data include: historic ridership data, bus stop amenities, traffic collisions, vehicular turn counts, bike network data, etc.

DATA AGNOSTIC

The Remix platform is data-agnostic, built to ingest data from both proprietary and public sources. Unique specifications include:

- Dedicated data team that has supported over 3,000 datasets to date
- Proven experience partnering and integrating with other ITS vendors, such as Syncromatics, INRIX, Swiftly, and Via

OPEN DATA STANDARDS

Remix champions open data standards to minimize an agency’s cost of transforming data and to ensure interoperability with other systems. Over the past nine years, Remix has made significant contributions to leading transportation data standards, like GTFS, so that an ecosystem of technology and tooling exists to help the broader transportation industry.



Designed for collaboration and community engagement

Remix is the first and only collaborative mapping platform made to be used by multiple departments across a diverse set of stakeholders and, unlike other technology offerings, is intentionally designed for community engagement.

UNLIMITED USERS PER CUSTOMER ORGANIZATION

One agency license includes access for an unlimited number of users within the customer agency.

WIDE RANGE OF IMPORTS AND EXPORTS TO PROMOTE INTEROPERABILITY

As a SaaS product, Remix is designed to work with existing agency tools and processes. Users can import and export existing information to GTFS, shapefile, KML and CAD. Other exports include Microsoft Excel, KML, shapefile, PNG images, as well as print-ready visuals in PDF.

MAINTAIN GTFS FEEDS AS A PART OF NTD REPORTING REQUIREMENTS

GTFS creation is woven into the fabric of Remix Planning and Scheduling software, meaning that every action you take in Remix — renaming a stop, changing a headway, creating seasonal schedule — is automatically reflected in a set of compliant GTFS files that can be exported at any time.

- Ingests, validates, and displays GTFS in an intuitive visual format
- Updates GTFS in the familiar Remix planning and scheduling environments
- Manage multiple service periods with an easy calendar feature

COLLABORATION WITH INTERNAL STAKEHOLDERS

Remix is designed to assist the many collaborative components of the planning process. Unique specifications include:

- “Remix Commenting” to collect and manage feedback from colleagues
 - ◆ Geo-located comments that provide additional clarity and context about the project at hand
 - ◆ Threadable commenting for storing conversation in one place and makes collecting input easier to manage
 - ◆ Archived comments to categorize comments that are in active discussion vs comments addressed
- Project sharing through email invitation or shared links

- ◆ A “viewed” list showing which invited users have viewed the project
- ◆ Shared project links can be duplicated to preserve originals and support project versioning

- Transit lines that can be dragged and dropped across projects
- “Sample Street Projects” in Remix Streets, which are templates of various street designs that users can copy and paste into their own projects to make the design process faster and easier
- Shared organization-wide settings that are customizable per agency

COLLABORATION WITH EXTERNAL STAKEHOLDERS

Collaboration between a transportation agency and external stakeholders is a two-way street. That’s why Remix is intentionally designed for community engagement. Unique specifications include:

- Read-only project view shared through web links
- “Remix Commenting” to collect and manage feedback from external stakeholders
 - ◆ Geo-located comments that provide additional clarity and context about the conversation at hand
 - ◆ Optional threadable commenting that provides back-and-forth conversation between internal staff and external stakeholders
- Comment export to keep record of public or external stakeholder feedback in one place
- Mobile commenting from community members to ensure equity and accessibility
 - ◆ After community members have reviewed a proposed plan, they’re able to comment from their mobile device, ensuring feedback and commenting is not limited to only constituents with desktop computers.

PRESENTATION-READY MAPS

Remix’s “Presentation Studio” turns transit projects into public-facing materials by providing additional polish and high resolution visuals. Unique specifications include:

- Line styling by color, texture, and weight

- Text annotations to provide additional clarity and notes to a map
- Directional arrows and customizable bus stop icons
- Exportable, high-resolution maps in PNG



Designed to help practitioners integrate equity into all workflows

Remix strives to help local governments achieve more equitable outcomes by expanding access.

TITLE VI SERVICE EQUITY ANALYSIS

Before and after census-based Title VI service equity analysis completed in 10-15 minutes.

“JANE,” REMIX’S ACCESSIBILITY TOOL

Jane is Remix’s travel time isochrone that visualizes access and mobility across a transit network. Transportation planners love Jane for the ability to evaluate how their transit plan will impact access from a particular place. This lets them evaluate how a community may benefit or be harmed by their plans.

Using selected modes (walking, transit, on demand), planners can calculate how far Jane can travel within the time limit on the network. Remix then uses the points Jane could reach to generate an isochrone to visualize the area accessible within that time, and to calculate the stats in that area using the “area-overlap” method. There are many ways to configure Jane to understand accessibility under different circumstances.

Network Jane allows transportation planners to identify accessibility gaps when looking at their whole network, since it’s not always obvious where to drop Jane to identify poor access. With Network Jane, planners can analyze travel accessibility across a network by showing the results of placing Jane at many places across the network.

The result of this powerful analysis is a visualization of stats--population, jobs, community assets, or anything really--that are reachable using an



existing transit network. Planners can customize the analysis to evaluate travel accessibility within specific trip limits (20, 30, 45 minutes, etc.) at specific days and times to make changes that improve accessibility or as supporting evidence for plans that improve accessibility in meaningful ways.

“BREAKDOWN TABLES”

Remix’s “Breakdown Tables” was co-developed with transportation advocates and policy experts to accelerate the pace of demographic analysis for grants, social impact analyses, and the understanding of who a project impacts. Read more about the co-development process [here](#). See “Remix Explore” for additional details.



Trusted by 600+ local governments and 17,000 transportation professionals

Remix is a trusted technology company due to the company’s joint expertise in software development and

REMIX CUSTOMER SUCCESS TEAM

Each customer agency is assigned a dedicated Customer Success Manager to support account creation, training, continued education, and best practice sharing. Unique to the Remix Customer Success Team are:

- Expertise in the industry with prior experience in transit planning, transportation planning, consulting, or urban studies
- Training and continued education for no additional charge

TECHNICAL SUPPORT

One agency license includes access for an unlimited number of users without the worry of maintenance, hosting, or software updates. Remix Technologies, LLC maintains the technology infrastructure and releases new features available immediately to active customers for no additional charge.

REMIX PRODUCT PHILOSOPHY

Remix builds continuously for improvements and new features in the product. Remix’s product roadmap is determined by customer needs. In

transportation planning
and policy.

the calendar year 2022, Remix released over 120 product updates, all available to existing customers without additional cost or on-premise installation.

COMPANY AWARDS

Company awards include:

- 2020 World Economic Forum Tech Pioneer - awarded to innovative organizations that the World Economic Forum considers “Technology Pioneers”
- 2020 BloombergNEF Pioneer - awarded to “game changing” organizations working in energy, transportation, and sustainable spaces
- 2016, 2017, 2018, 2019, 2020, and 2021 GovTech Top 100
- 2021 StateUp Top 21 Digital Innovation Company

Dillon Twombly



Chief Revenue Officer

Remix by Via
10 Crosby St., Floor 2
New York, NY 10013
www.remix.com
www.ridewithvia.com



dillon@ridewithvia.com

Confidentiality Notice: Please note that this document contains proprietary, confidential, and trade secret information of Remix Technologies LLC, a subsidiary of Via Transportation Inc., and is exempt from disclosure under California State Law and reference to specific exemptions. We request that your office maintain the confidentiality of this document and provide Remix and Via with notice of any request for disclosure of this information prior to production by contacting compliance@ridewithvia.com.

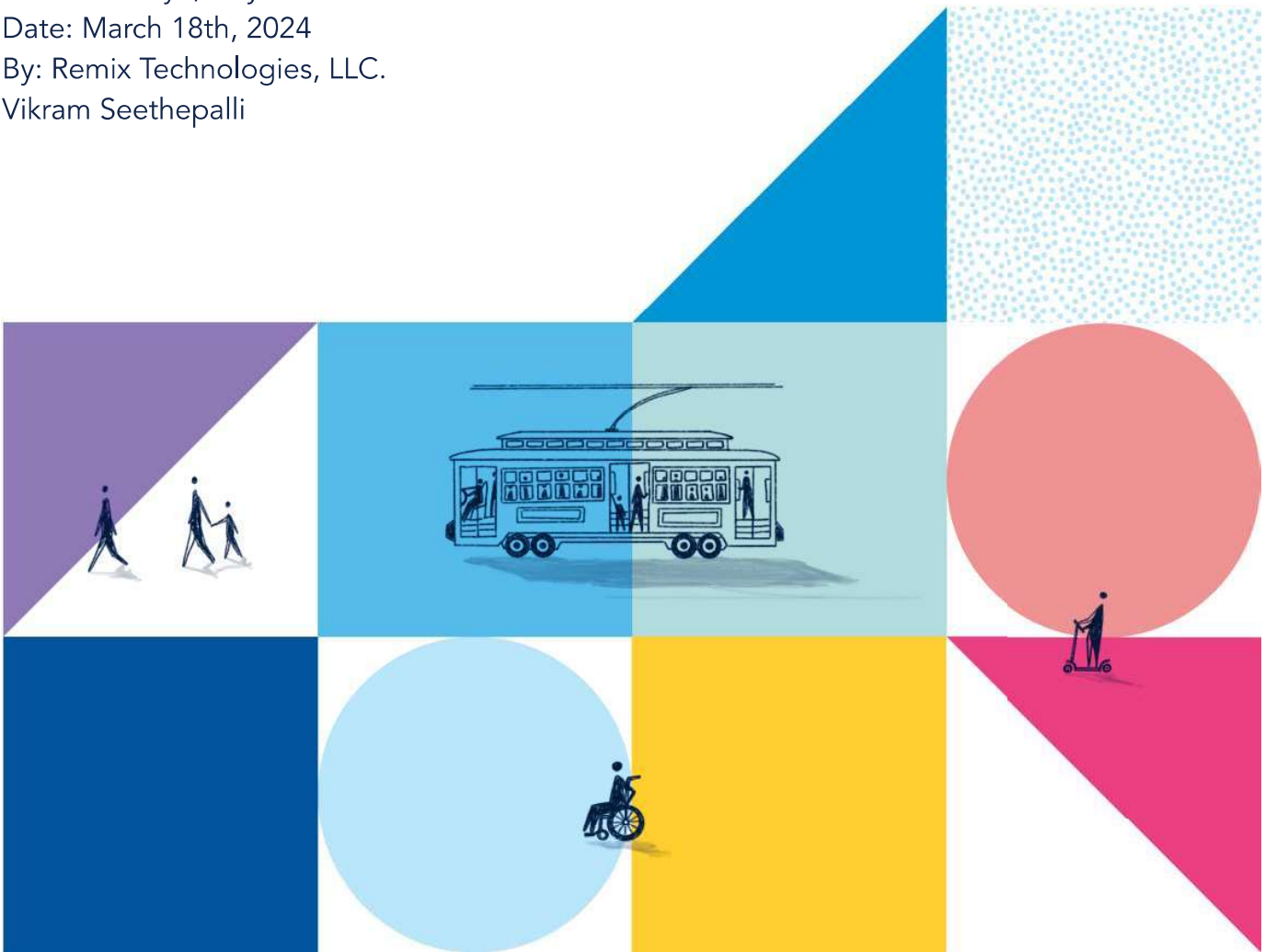
Remix Proposal for The City of Santa Fe

Flora Montoya, City of Santa Fe

Date: March 18th, 2024

By: Remix Technologies, LLC.

Vikram Seethepalli



About Remix

Our vision is to empower cities to manage all aspects of transportation and create equitable, safe, and accessible outcomes.

Remix is the only company that brings together the complete transportation picture in a single software platform. We build products that help cities develop the best transportation outcomes for their communities. The company was founded in 2014 out of Code for America, and has partnered exclusively with government agencies since its founding.

Our technology enables you to see your data in one place, plan a holistic network, and build consensus across stakeholders. Remix focuses on technology and expertise that enables transportation professionals to do their best work through easy-to-use, visual tools to analyze and design more livable cities, where multiple modes of transportation can thrive.

Over 375 governments around the world leverage Remix's transportation platform. We bring the unique expertise of working directly with over 11,000 transportation professionals to build a cloud-based software platform that helps local governments build more livable communities. In 2021, we joined the Via Transportation, Inc. family and now have a global community of over 600 customers around the world.

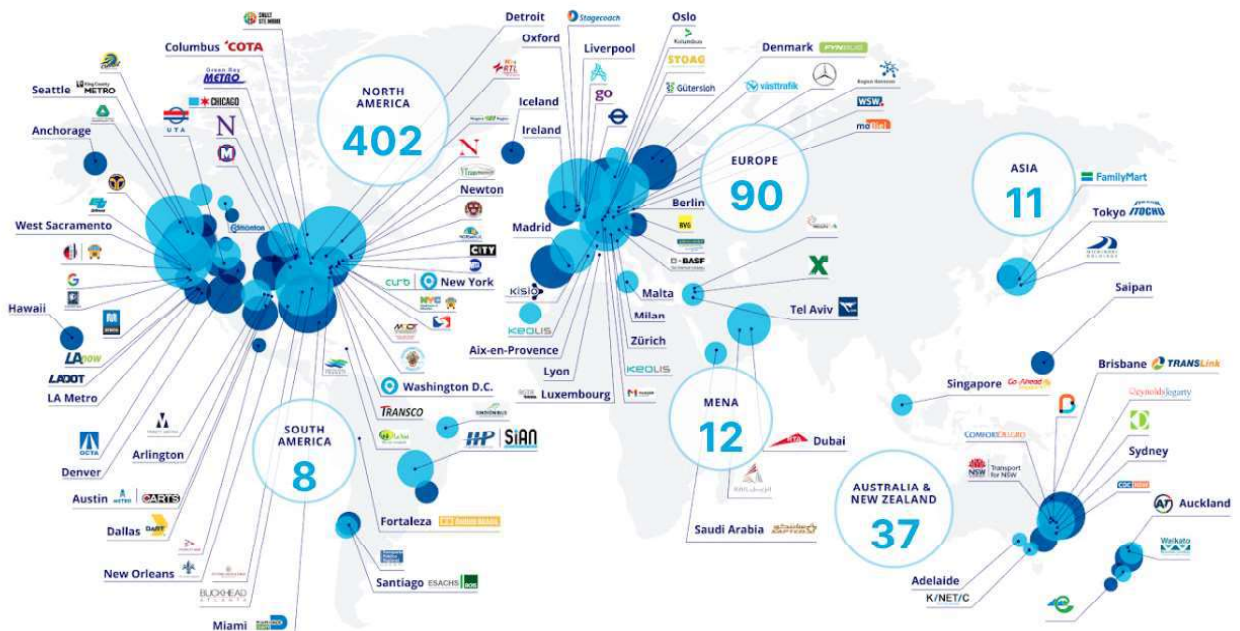
Our global footprint informs our impact

600+ cities and agencies choose Via for delivering public mobility.

600+
Partners

40
Countries

500+
Engineers



Product Overview

The core data platform enables distinct workflows for transportation professionals and decision-makers, powered by open data and open source tools. By pulling data insights into the planning process, local governments can design better transportation networks, safer, more multimodal streets, and seamless integration between public and private transportation.



TRANSIT PLANNING + SCHEDULING

Plan transit from vision through implementation

Design, evaluate, and collaborate all in one place - from a small detour to a full system redesign, and everything in between. Once your plan is set, take your vision through to blocking, runcutting, and rostering.



ON-DEMAND PLANNING

Plan an integrated network across modes

Coordinate a multimodal transportation network that fit the diversity of your community, while understanding the impacts to operational constraints.

Remix Transit Proposal for the City of Santa Fe

Prepared for Flora Montoya, City of Santa Fe. By Vikram Seethepalli, Remix (vikram.seethepalli@ridewithvia.com). Date: March 18, 2024

What do I get with a Remix Planning License?

A full transit planning platform for your entire agency. It's an annual subscription for unlimited users, and includes:

- Fast and accurate sketch planning using existing stop infrastructure
- Instant demographic impact analysis
- Instant cost estimates
- Customizable vehicle blocking for accurate cost estimates
- Unlimited exports (excel, shapefile, KML, frequency-based GTFS, high-resolution image)
- Unlimited custom data layers (polygon-based shapefiles)
- Unlimited GTFS uploads
- Public engagement and share features
- Travel-time isochrone visualizations
- Title VI Engine (US) - generate a service equity analysis in less than 10 minutes
- Timetables – generate and customize timepoints and segment-level runtimes
- Export timetables into excel
- Consistent and regular product improvements / feature launches
- Full Google ready GTFS creation and editing capabilities, including calendaring

Technical requirements?

Remix is entirely web-based and software-as-a-service (SaaS).

- Everything is in the cloud -- no installations or downloads. Can access from anywhere.
- Every user gets a login + password
- Remix works on the latest version of Google Chrome, Microsoft Edge, and Firefox
- Agency-wide annual subscription -- no maintenance fees.

Remix Scheduling Proposal for the City of Santa Fe

Prepared for Flora Montoya, City of Santa Fe. By Vikram Seethepalli, Remix (vikram.seethepalli@ridewithvia.com). Date: March 18, 2024

What do I get with a Remix Scheduling License?

A full transit scheduling platform for your entire agency. It's an annual subscription for unlimited users, and includes:

- Interactive blocking to finalize vehicle assignments
- Unlimited excel reports for daily vehicle assignments, driver assignments, and roster-style bidding
- Dynamic runcutting interface for multiple schedule generation
- Optimization for peak bus count, costs, overtime, straight runs, and/or crew count
- Operator and labor-friendly schedules
- Cafeteria/roster-style bidding with intuitive and informational bid sheets for operators
- Relief-vehicle logistics
- Easy to read, detailed printable paddles for operators
- Customizable timepoints to keep operators on schedule
- GTFS export for mobile rider applications
- Integration with a variety of AVL and farebox systems, including Syncromatics, AVAIL, Double Maps, and Transdev VDS

Technical requirements?

Remix is entirely web-based and software-as-a-service (SaaS).

- Everything is in the cloud -- no installations or downloads. Can access from anywhere.
- Every user gets a login + password
- Remix works on the latest version of any browser
- Agency-wide annual subscription -- no maintenance fees.

Remix On-Demand Planning for the City of Santa Fe

What do I get with Remix On-Demand Planning?

An on-demand planning platform for your entire staff. It's amplifies your Remix Transit license with:

- Draw customized on-demand zones that connect to, overlap with, or replace fixed-route transit
- Calculate impact to the local community based on US Census, ACS, and LEHD datasets
- Estimate number of on-demand vehicles needed to meet demand and wait time goals
- Estimate changes to cost, service quality, and accessibility for running an integrated transit network
- "Jane" integrated with On-Demand Planning for looking at accessibility with micro transit

Remix Service Order

This Service Order (the "Order") is entered into between Remix Technologies, LLC, a Delaware limited liability corporation ("Company"), and City of Santa Fe ("Customer") and will become effective as of the Effective Date (defined below in the Order).

Scope of Services & Terms

Effective Date	5/1/2024
Commitment Term	3 years <ul style="list-style-type: none"> May 1 2024 to June 30 2027
Remix Transit Planning and Scheduling Platform License	Total: \$133,226 USD / 3 years <ul style="list-style-type: none"> 2024: \$41,040 USD per year 2025: \$44,320 USD per year 2026: \$47,886 USD per year
Remix On-Demand Planning Platform License	\$23,890 USD / 3 years and 2 months <ul style="list-style-type: none"> 2024: \$8,166 USD per 1 year and 2 months 2025: \$7,560 USD per year 2026: \$8,164 USD per year
Remix License Summary	Total: \$157,116 USD / 3 years <ul style="list-style-type: none"> 2024: \$49,206 USD per year 2025: \$51,880 USD per year 2026: \$56,030 USD per year <p>Includes:</p> <ul style="list-style-type: none"> Remix licenses for an unlimited number of users within the Customer's organization. Software as a Service (SaaS): fully hosted, cloud-based web platform. Platform functionality as described on pages 4-6 with continuous improvements released throughout the course of the contract
Marketing Terms	Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.
Additional Services	Customer acknowledges that additional services, such as access to Company's (including its affiliates) proprietary technology platform used to establish, monitor, operate and/or manage fixed-route and demand responsive transit networks, may be added to this Agreement at an additional cost during the Term.
Payment Terms	Fees invoiced annually in advance of access, payable in 30 days from the date of invoice.



Signatures on following page

This Order incorporates the Terms and Conditions ("Terms") found at URL: <https://www.remix.com/service-terms>. In the event of a conflict or inconsistency between the Terms and this Order, the Terms will control, except to the extent that this Order expressly states that it supersedes specific language in the Terms. Capitalized terms not otherwise defined here will have the meaning ascribed to them in the Terms. By signing below, the parties agree to the Order and the Terms.

City of Santa Fe

Remix Technologies, LLC

Signature: _____

Signature: _____

Name: _____

Name:

Title: _____

Title:

Date: _____

Date:

Billing Contact Name: _____ Email: _____ Phone: _____

MIERA, KRISTY A.

From: GSD.SPInfo@state.nm.us
Sent: Sunday, April 28, 2024 12:01 AM
To: MIERA, KRISTY A.
Subject: Sole Source #40-M0087-24-CP089 - 30 Days

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Your Sole Source #**40-M0087-24-CP089** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does **not** mean your contractor can begin work. It **only** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPInfo@state.nm.us

\$ASSIGNEDNAME\$

\$ASSIGNEDEMAIL\$

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Remix Technologies LLC.

Procurement/contract Title: Sole Source for remix Technologies Software

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: Public Works Staff Name: Kassandra Garcia

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 checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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)			

Gabrielle Chavez Gabrielle Chavez (Jul 16, 2024 17:01 MDT)

Department Point of Contact
Regina Wheeler
Regina Wheeler (Jul 16, 2024 17:02 MDT)

Department Director
JoAnn Lovato Montano
JoAnn Lovato Montano (Jul 17, 2024 10:10 MDT)

Chief Procurement Officer

ITT Representative

Director Jul 16, 2024
 Title Date

Jul 16, 2024
 Date

Jul 17, 2024
 Date

Title Date



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

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

1.a Munis Contract: TBD Procurement # (RFP/ITB# If any):

Contractor: Remix Technologies LLC.

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

Description/Title: 3 year Sole Source Contract for Remix Technologies Transit Division Software for planning, scheduling, and on demand planning.

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: 07/01/2027 Term End Date: 06/30/2027 Total Contract Amount: \$157,116.00

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

Contract / Lease: Contract

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)
\$157,116 Remix Contract ends June 30th,2027

3. **Procurement History:** _____

JoAnn Lovato Montano
JoAnn Lovato Montano (Jul 17, 2024 10:10 MDT)

Jul 17, 2024

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: SS posted 30 days without protest

4. **Funding Source:** 5400091 TRANSBUS

Org / Object: 5400091.530710

Andy Hopkins

Jul 17, 2024

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

5. **Grant History (if applicable):** _____

Grants Administrator Approval: _____ Date _____

Staff Contact who Completed This Form: Kassandra Garcia

Phone #: 505-955-2046

To be recorded by City Clerk: _____

Clerk # _____ Email: kmgarcia@santafenm.gov

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: REMIX TECHNOLOGIES LLC
DBA: REMIX TECHNOLOGIES LLC

Business Location: 10 CROXBY ST FLOOR 2
NEW YORK, NY 10013

Owner: REMIX TECHNOLOGIES LLC

License Number: 230653

Issued Date: October 16, 2023

Expiration Date: October 16, 2024

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

REMIX TECHNOLOGIES LLC
10 CROSBY ST FLOOR 2
NEW YORK, NY 10013

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 TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Remix Technologies, LLC 114 5th Avenue, Floor 17 New York, NY 10011	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Excess SIR applies per policy terms & conditions.

Workers Compensation - Independent Contractors
 Carrier: Crum & Forster Specialty Insurance Company
 Policy: US1846823/US08982
 Effective Dates: 10/01/2023-10/01/2024
 Limit: Employers Liability Each Accident: \$1,000,000
 Employers Liability Disease-Policy Limit: \$1,000,000
 Employers Liability Disease-Each Employee: \$1,000,000

With Respect to Auto Liability:
 Period 1 - Symbol 11 - Limits - Bodily injury (per person) Limit \$50,000, Bodily Injury (per accident) Limit \$100,000, Property Damage Limit \$30,000, Deductible \$50,000

Cyber/E&O Liability
 Carrier: AIG SPECIALTY INSURANCE COMPANY
 Policy: 02-747-17-86
 Effective Dates: 03/07/2024-03/07/2025
 Limits: \$6,000,000
 SIR: \$100,000

GARCIA, KASSANDRA M.

From: CHAVEZ, GABRIELLE N.
Sent: Wednesday, July 10, 2024 10:51 AM
To: GARCIA, KASSANDRA M.
Cc: STRAMEL, YVETTE M.; CHANDLER, JOSHUA L.
Subject: FW: Remix Scope of Work Request for Determination

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Friday, June 7, 2024 2:46 PM
To: CHAVEZ, GABRIELLE N. <gnchavez@santafenm.gov>
Subject: Re: Remix Scope of Work Request for Determination

Greetings,

The scope of work as written would be General Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
 - IT components - ereview@santafenm.gov
 - Vehicles – dmjaramillo@santafenm.gov
 - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
 - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed. _
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
 - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
 - <https://naspo.valuepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsa.library.gsa.gov/>
 - <https://www.sourcewell-mn.gov/contract-search>
- Submit or send your request to the appropriate MS Teams channel or email address:
 - RFPs requests
to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - ITBs requests
to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - Determination requests to purchasing_det@santafenm.gov
 - And all other requests to purchasing@santafenm.gov

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

Thank you.

Regards,

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

tkduttonleyda@santafenm.gov

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



Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

On Jun 7, 2024, at 4:27 PM, CHAVEZ, GABRIELLE N. <gnchavez@santafenm.gov> wrote:

Hello,

Below is the Scope of Work for the Remix contract. Please accept this as my request for determination of the SS Remix Contract.

Thanks!

Gabrielle

1. **Scope of Work**

A. The Contractor shall perform the following work:

License for cloud-based software-as-a service transit planning software platform that provides rapid route design, import/analysis/modification of existing transit routes, demographic analysis, operating cost calculations, travel time visualizations, and Title VI analysis into a single, integrated platform (**See Exhibit A**).

1. Remix Planning 3-year license.
2. Remix Scheduling 3-year license.
3. Remix On-Demand Planning 3-year license

Remix licenses include an unlimited number of users within the Customer's organization. Software as a Service (SaaS): fully hosted, cloud-based web platform. Platform functionality as described on pages 4-6 of Exhibit A with continuous improvements released throughout the course of the contract.

Gabrielle N. Chavez
Transit Director of Administration
City of Santa Fe
2931 Rufina Street
Santa Fe, NM 87507
(505) 469-3405 mobile
(505) 955-2055 ext.2055



Services Offered to the City of Santa Fe (9.2023)

Approved:

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

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

Permissive:

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

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

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

RE: REMIX SOLE SOURCE - For Review

ITT E-Review <ereview@santafenm.gov>

Thu 7/11/2024 11:54 AM

To: CROWE, HALONA <hcrowe@santafenm.gov>; ITT E-Review <ereview@santafenm.gov>

Cc: CHANDLER, JOSHUA L. <jlchandler@santafenm.gov>; GARCIA, KASSANDRA M. <kmgarcia@santafenm.gov>

Good morning,

From ITT's prospective you are good to move forward. If you have any questions, please feel free to reach out.

Thank you,

Kayla M. Conner
Administrative Manager
ITT Department/Mouton Hall
Office #: 505-955-5522
Cell #: 505-670-7524



From: CROWE, HALONA <hcrowe@santafenm.gov>

Sent: Wednesday, July 10, 2024 1:26 PM

To: ITT E-Review <ereview@santafenm.gov>

Cc: CHANDLER, JOSHUA L. <jlchandler@santafenm.gov>; GARCIA, KASSANDRA M. <kmgarcia@santafenm.gov>

Subject: REMIX SOLE SOURCE - For Review

Hello,

Please review the attached, thank you.

Halona Crowe

Business Operations Manager










Remix Sole Source Final packet (1)

Final Audit Report

2024-07-16

Created:	2024-07-16
By:	Halona Crowe (hcrowe@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARt80zJEM2X-IDvw9J2K--eKLmPldPSJ8

"Remix Sole Source Final packet (1)" History

-  Document created by Halona Crowe (hcrowe@santafenm.gov)
2024-07-16 - 10:47:25 PM GMT- IP address: 63.232.20.2
-  Document emailed to Gabrielle Chavez (gnchavez@santafenm.gov) for signature
2024-07-16 - 10:50:14 PM GMT
-  Email viewed by Gabrielle Chavez (gnchavez@santafenm.gov)
2024-07-16 - 11:01:16 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Gabrielle Chavez (gnchavez@santafenm.gov)
Signature Date: 2024-07-16 - 11:01:36 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to rawheeler@santafenm.gov for signature
2024-07-16 - 11:01:40 PM GMT
-  Email viewed by rawheeler@santafenm.gov
2024-07-16 - 11:02:05 PM GMT- IP address: 104.47.65.254
-  Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2024-07-16 - 11:02:28 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2024-07-16 - 11:02:30 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-07-16 - 11:02:30 PM GMT

Signature: 
XAVIER VIGIL (Jul 18, 2024 16:34 MDT)

Email: xivigil@santafenm.gov

24-0459 Remix Technologies LLC

Final Audit Report

2024-07-18

Created:	2024-07-18
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfadYUK_gII9Nb0mw1CEHQiZzDJI2bJ4k

"24-0459 Remix Technologies LLC" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-07-18 - 10:31:25 PM GMT - IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2024-07-18 - 10:34:05 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-07-18 - 10:34:09 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-07-18 - 10:44:01 PM GMT - IP address: 104.47.65.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-07-18 - 10:44:23 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-07-18 - 10:44:23 PM GMT