# MEMORANDUM

**To:** SFSWMA Joint Powers Board
**From:** Randall Kippenbrock, P.E., Executive Director RLK
**Date:** March 18, 2025
**Subject:** Request to Award ITB No. 25110 - Off-Road Heavy Equipment Repairs (Parts and Labor) to Multiple Vendors.

**SUMMARY**

The Agency recommends awarding price agreements for Off-Road Heavy Equipment Repairs to five vendors.

On January 31, 2025, the Agency issued Invitation to Bid (ITB) No. 25110 to secure pricing with vendors for the parts and labor required to maintain the off-road heavy equipment used at Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT). Five bidders responded on February 27, 2025:

Desert Greens Equipment
Dyson Ventures d/b/a Iron Horse Welding
Power Equipment Company
Tarpomatic, Inc.
Wagner Equipment Company

After reviewing the bids, the Agency confirmed that the bids met the minimum requirements set forth in the ITB.

The ITB does not commit the Agency to a definite quantity or specific dollar value for parts or labor. Rather, the ITB allows the Agency to procure parts and labor on an as-needed basis from multiple vendors.

The Agency also requests approval of price agreements with five vendors. Each agreement can be extended on a year-to-year basis, at the same price, terms, and conditions, by mutual agreement of the vendor and the Board. The price agreements will not exceed ten years.

Funding is available in both 8100851.520400 and 8100852.520400 (Repair and Maintenance Machine and Equipment).

**BACKGROUND**

Attachment 1 is a bid analysis of the five bidders. Bidders identified the piece of equipment for which they are offering services and a tiered labor rate reflecting the skills and knowledge needed. Bidders also listed their discount pricing for parts and materials.

Attachment 2 details the service classes and costs for parts, labor, transportation/towing, and other services provided by each bidder.

The Agency is not utilizing the New Mexico Statewide Price Agreement (31-00000-22-00009) for off-road heavy equipment repairs (parts and labor) because four of the five vendors for ITB No. 25110 are not listed on the statewide price agreement.

**ACTION REQUESTED**

The Agency recommends the award of ITB No. 25110 – Price Agreement for Off-Road Heavy Equipment Repairs (Parts and Labor) to five vendors.

The Agency also requests the Board approve the price agreements with five vendors.

Attachments:

1) Bid Analysis for ITB 25110 – Price Agreement for Off-Road Heavy Equipment Repairs (Parts and Labor)
2) Vendor Details of Service Classes, Costs, and Other Services Provided
3) Price Agreement – Desert Greens Equipment
4) Price Agreement – Dyson Ventures b/b/a/ Iron Horse Welding
5) Price Agreement – Power Equipment Company
6) Price Agreement – Tarpomatic, Inc.
7) Price Agreement – Wagner Equipment Company
8) ITB No. 25110 – Price Agreement for Off-Road Heavy Equipment Repairs (Parts and Labor) without Appendices

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**ATTACHMENT 1**

**Bid Analysis for ITB 25110 – Price Agreement for Off-Road Heavy Equipment Repairs (Parts and Labor)**

**CITY OF SANTA FE**
**PURCHASING OFFICE**
**200 Lincoln Ave Room 122 Santa Fe, NM 87505**
**Travis Dutton-Leyda, CPO**

**DATE: 02/27/25**

| **BID NUMBER:25110**<br>**PREPARED BY: Kathy Sanchez** | **Desert Greens** | **Dyson Ventures** | **Power Eqpt** | **Tarpomatic** | **Wagner** |
|---|---|---|---|---|---|
| **ITEM & DESCRIPTION** | **BID AMOUNT** | **BID AMOUNT** | **BID AMOUNT** | **BID AMOUNT** | **BID AMOUNT** |
| **Regular** | | | | | |
| Shop Service Technician | $ 109.00 | $ 155.00 | $ 219.00 | N/A | $ 182.00 |
| Field Service Technician | $109 + $100 On site fee | $ 165.00 | $ 244.00 | N/A | $ 182.00 |
| Shop Mechanic | $ 109.00 | $ 155.00 | $ 219.00 | N/A | $ 182.00 |
| Field Mechanic | $109 + $100 On site fee | $ 165.00 | $ 244.00 | N/A | $ 182.00 |
| Shop Laborer | $ 109.00 | $ 100.00 | $ 210.00 | N/A | $ 182.00 |
| Field Laborer | N/A | $ 100.00 | $ 220.00 | N/A | $ 182.00 |
| Machinist | N/A | $ 145.00 | $ 219.00 | N/A | $ 182.00 |
| Fabricator | N/A | $ 145.00 | $ 244.00 | N/A | $ 182.00 |
| **Emergency** | | | | | |
| Shop Service Technician | N/A | $ 163.00 | $ 260.00 | N/A | $ 182.00 |
| Field Service Technician | N/A | $ 187.00 | $ 288.00 | N/A | $ 182.00 |
| Shop Mechanic | N/A | $ 163.00 | $ 260.00 | N/A | $ 182.00 |
| Field Mechanic | N/A | $ 187.00 | $ 288.00 | N/A | $ 182.00 |
| Shop Laborer | N/A | $ 105.00 | $ 250.00 | N/A | $ 182.00 |
| Field Laborer | N/A | $ 125.00 | $ 280.00 | N/A | $ 182.00 |
| Machinist | N/A | $ 179.00 | $ 288.00 | N/A | $ 182.00 |
| Fabricator | N/A | $ 179.00 | $ 288.00 | N/A | $ 182.00 |
| | | | | | |
| Discount off Parts | 10% | 0% | 7% | 0-5% | 15-30% |
| | | | | | |
| Machine Cleaning | $ 250.00 | N/B | $ 200.00 | N/A | $ 728.00 |
| Trip Charge (if not included in service labor rate) | $ 5.00 | $ 3.25 | $ 4.50 | N/A | $ 3.30 |

**ATTACHMENT 2**

**Vendor Details of Service Classes, Costs, and Other Services Provided**

**ITB 25110 - Price Agreement for Off-Road Heavy Equipment (Parts and Labor)**

## Desert Greens Equipment

4850 Pan American Frwy, NE

Albuquerque, NM 87109

(505) 822-0311

Adam Cherry
adam@desertgreensequipment.com

| Service Labor Class | Service Labor Rate/Hour | Emergency Service Labor Rate/Hour |
|---|---|---|
| Shop Service Technician | $109.00 | N/A |
| Field Service Technician | $109.00 + $100.00 On Site Fee | N/A |
| Shop Mechanic | $109.00 | N/A |
| Field Mechanic | $109.00 + $100.00 On Site Fee | N/A |
| Shop Laborer | $109.00 | N/A |
| Field Laborer | N/A | N/A |
| Machinist | N/A | N/A |
| Fabricator | N/A | N/A |
| **Parts** | | |
| Discount off Parts | 10% | |
| **Miscellaneous Charges and Travel** | | |
| Machine Cleaning | $250 (Lump Sum) | |
| Trip Charge (if not included in field labor rates) | $5.00/mile | |

**ITB 25110 - Price Agreement for Off-Road Heavy Equipment (Parts and Labor)**

## Dyson Ventures d/b/a Iron Horse Welding LLC


Mailing Address:

P.O. Box 9926
Albuquerque, NM 87119

Physical Address:

5024 Broadway Blvd SE
Albuquerque, NM 87105

Frederick Dyson
sales@ihweld.com
(505) 873-4008


| Service Labor Class | Service Labor Rate/Hour | Emergency Service Labor Rate/Hour |
|---|---|---|
| Shop Service Technician | $155.00 | $163.00 |
| Field Service Technician | $165.00 | $187.00 |
| Shop Mechanic | $155.00 | $163.00 |
| Field Mechanic | $165.00 | $187.00 |
| Shop Laborer | $100.00 | $105.00 |
| Field Laborer | $100.00 | $125.00 |
| Machinist | $145.00 | $179.00 |
| Fabricator | $145.00 | $179.00 |
| **Parts** | | |
| Discount off Parts | 0% | |
| **Miscellaneous Charges and Travel** | | |
| Machine Cleaning | N/A | |
| Trip Charge (if not included in field labor rates) | $3.25/mile | |

**ITB 25110 - Price Agreement for Off-Road Heavy Equipment (Parts and Labor)**

## Power Equipment Company

721 Candelaria Road, NE
Albuquerque, NM 87107

(505) 400-8501
Bruce Stats
bstats@power-equip.com

| Service Labor Class | Service Labor Rate/Hour | Emergency Service Labor Rate/Hour |
|---|---|---|
| Shop Service Technician | $219.00 | $260.00 |
| Field Service Technician | $244.00 | $288.00 |
| Shop Mechanic | $219.00 | $260.00 |
| Field Mechanic | $244.00 | $288.00 |
| Shop Laborer | $210.00 | $250.00 |
| Field Laborer | $220.00 | $280.00 |
| Machinist | $219.00 | $288.00 |
| Fabricator | $244.00 | $288.00 |
| **Parts** | | |
| Discount off Parts | 7% | |
| **Miscellaneous Charges and Travel** | | |
| Machine Cleaning | $200 (Lump Sum) | |
| Trip Charge (if not included in field labor rates) | $4.50/mile | |

**ITB 25110 - Price Agreement for Off-Road Heavy Equipment (Parts and Labor)**

## Tarpomatic, Inc.

512 45th Street SW

Canton, OH 44706

(800) 500-5069 (Main)

Marlon Yarborough

marlonyarborough@tarpomatic.com

(225) 268-7234

**Notes:**
Replacement parts includes parts, tarps, crossing cables and spools.

| Service Labor Class | Service Labor Rate/Hour | Emergency Service Labor Rate/Hour |
|---|---|---|
| Shop Service Technician | N/A | N/A |
| Field Service Technician | N/A | N/A |
| Shop Mechanic | N/A | N/A |
| Field Mechanic | N/A | N/A |
| Shop Laborer | N/A | N/A |
| Field Laborer | N/A | N/A |
| Machinist | N/A | N/A |
| Fabricator | N/A | N/A |
| **Parts** | | |
| Discount off Parts | 0-5% | |
| **Miscellaneous Charges and Travel** | | |
| Machine Cleaning | N/A | |
| Trip Charge (if not included in field labor rates) | N/A | |

**ITB '20/27/B - Price Agreement for Off-Road Heavy Equipment (Parts and Labor)**

## Wagner Equipment Company

18000 Smith Road

Aurora, CO 80011

Jorge Garcia

garcia_jorge@wagnerequipment.com

505-526-3631

| Service Labor Class | Service Labor Rate/Hour | Emergency Service Labor Rate/Hour |
|---|---|---|
| Shop Service Technician | $182.00 | $182.00 |
| Field Service Technician | $182.00 | $182.00 |
| Shop Mechanic | $182.00 | $182.00 |
| Field Mechanic | $182.00 | $182.00 |
| Shop Laborer | $182.00 | $182.00 |
| Field Laborer | $182.00 | $182.00 |
| Machinist | $182.00 | $182.00 |
| Fabricator | $182.00 | $182.00 |
| **Parts** | | |
| Discount off Parts | See Attached | |
| **Miscellaneous Charges and Travel** | | |
| Machine Cleaning | $728 (Lump Sum) | |
| Trip Charge (if not included in field labor rates) | $3.30/mile | |

**ATTACHMENT 3**

**Price Agreement – Desert Greens Equipment**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**PRICE AGREEMENT**
**WITH DESERT GREENS EQUIPMENT, INC.**
**(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)**

This PRICE AGREEMENT ("Agreement") is made and entered into this 20th day of March 2025, by the Santa Fe Solid Waste Management Agency ("the Agency") and Desert Greens Equipment, Inc. ("Contractor") for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

## 1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 25110 and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

## 2. STANDARDS OF PERFORMANCE; LICENSES

Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement. Contractor agrees to obtain and maintain all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

## 3. DEFINITIONS

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

C. "Items" means tangible goods or tangible items of personal property required for Agency operations. Unless otherwise specified, all items are to be new and of most current production.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement, which requires the Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the Central Purchasing Division on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel who do not need extensive education or specialty training or licensing. Services exclude professional services that are typically performed by a person holding a license, such as engineering, architecture or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

**4. <u>ITEMS / SERVICES TO BE PROVIDED</u>**

A. Price of Items and Services. Section 4 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders to purchase the items listed in Exhibit A. Any service ordered by the Agency must be a service

described in Exhibit A. All Purchase Orders for items and services issued hereunder must reference the Purchase Order number and Price Agreement number.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. 25110, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions:

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip that itemizes the materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.

2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the compete order cannot be fulfilled.

3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.

4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

## 5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

## 6. PAYMENTS

A. All payments under this Agreement are subject to the following provisions.

1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed, at Contractor's risk and expense, promptly after notice of rejection.

2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving services or items, the Agency shall issue a written certification of complete or partial

acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed accepted.

3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.

4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the Central Purchasing Division.

5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees levied by the State of New Mexico and the federal government on the sums payable under this Agreement.

## 7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

## 8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on March 20, 2026, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually if agreed upon by the Agency and Contractor.

## 9. CANCELLATION

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

**10. <u>TERMINATION</u>**

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement and to hold Contractor liable for any excess costs associated with

Contractor's default. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

**11. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing product delivery services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

**12. CONFIDENTIALITY**

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

**13. CONFLICT OF INTEREST**

A. Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict ofinterest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

**14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES**

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not adequately serving the Agency's needs, at the sole discretion of the Agency.

**15. ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

**16. NON-COLLUSION**

In signing this Agreement, Contractor certifies that it has not, either directly or indirectly, taken action to restrain free competitive bidding in connection with its offer and this Agreement.

**17. RELEASE**

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

**18. INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance

of $1,000,000 for each occurrence and $2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than thirty (30) days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than $1,000,000 combined single limit for each accident.

**19. <u>INDEMNIFICATION</u>**

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or

owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

**20. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**21. THIRD PARTY BENEFICIARIES**

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

**22. RECORDS AND AUDIT**

Contractor shall maintain throughout the term of this Agreement and for a period of three (3) years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**23. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from

this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be brought in the First Judicial District Court, Santa Fe County, State of New Mexico.

**24. AMENDMENT**

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

**25. INTEGRATION**

This Agreement expresses the entire agreement and understanding between the parties with respect to Contractor's items and services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**26. NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**27. SEVERABILITY**

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the

remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

**28. NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below:

**AGENCY:** Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswma.org

**CONTRACTOR:** Adam Cherry
General Manager
Desert Greens Equipment, Inc.
4850 Pan American East Fwy NE
Albuquerque, NM 87109
Email: adam@desertgreensequipment.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

## 29. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

_____ _____
Lee Garcia Date:
Chairperson

**ATTEST:**

_____
Andréa Salazar
Santa Fe City Clerk

**CONTRACTOR:**

_____ _____
Adam Cherry Date:
General Manager
Desert Greens Equipment, Inc.

**APPROVED AS TO FORM:**

_____ _____
Nancy R. Long Date:
Agency Attorney

**EXHIBIT A**

**ITEMS / SERVICES TO BE PROVIDED**

**ITB No. 25110**

## 1. GENERAL CONDITIONS

A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.

B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the Contactor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

C. The Agency is responsible for determining when the services of Contractor are needed.

D. Contractor shall assess the situation/problem, when directed, and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

E. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.

F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.

G. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.

H. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.

I. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.

J. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

K. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

M. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.

N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.

R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.

S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

**2. BILLING LOCATION AND CONTACT**

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: AccountsPayable@sfswma.org

## 3. LIST OF OFF-ROAD HEAVY EQUIPMENT

| Covered | Not Covered | Year/Make/Model/Description |
|---|---|---|
| | X | 2007 Caterpillar 826H Landfill Compactor |
| | X | 2015 Caterpillar 836K Landfill Compactor |
| | X | 2020 Caterpillar 836K Landfill Compactor |
| | X | 1997 Caterpillar D8R Waste Handler Dozer |
| | X | 2019 Caterpillar D8T Waste Handler Dozer |
| | X | 2022 Caterpillar D8T Waste Handler Dozer |
| | X | 2003 Caterpillar 623G Wheel Tractor-Scraper |
| | X | 2005 Caterpillar 623G Wheel Tractor-Scraper |
| | X | 2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control |
| | X | 2003 Caterpillar 621G Water Wagon 8,000-gallon |
| | X | 2002 Caterpillar 613C Water Wagon 5000-gallon |
| | X | 2004 Caterpillar 613C Water Wagon 5,000-gallon |
| | X | 1992 Caterpillar 140G Motor Grader |
| | X | 2002 Caterpillar 140H Motor Grader |
| | X | 1997 Caterpillar 950F Wheel Loader |
| | X | 2007 Caterpillar 307C Excavator |
| | X | 2016 Caterpillar 308E Excavator |
| | X | 2022 Caterpillar 308CR Excavator |
| | X | 2005 Caterpillar 242B Skid Steer Loader |
| | X | 2012 Volvo L35B Wheel Loader |
| | X | 2012 Volvo L110G Wheel Loader |
| | X | 2016 Volvo L110H Wheel Loader |
| | X | 2019 Volvo L110H Wheel Loader |
| | X | Tarpomatic Machine, Spools and Tarps (2) |

| Covered | Not Covered | Year/Make/Model/Description |
|---|---|---|
| | X | 2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine) |
| | X | 2017 Toyota Forklift |
| | X | 2014 Toyota 8FGU30 Forklift |
| | X | 1994 Hyster Forklift |
| | X | Eagle Tire Cutter Tuff Cut |
| | X | Eagle Tire De-Rimmer |
| X | | 2022 John Deere 5090E Tractor |
| | X | 1985 Broce T20 Street Broom (Ford Engine) |
| | X | 2006 Godwin Water Pump (John Deere Engine) |
| | X | MultiQuip Generator (Kubota Engine) |
| | X | MadVac Litter Vacuum |
| | X | Ingersoll Rand Air Compressors |
| | X | Tyco Fire Suppression System on Select Equipment |
| | X | All Case Equipment |
| | X | All Caterpillar Equipment |
| | X | All Komatsu Equipment |
| | X | All Volvo Equipment |

Additional manufactured/brands supported by Desert Greens Equipment.

- John Deere agricultural, commercial, and consumer equipment includes John Deere green tractors, implements, utility vehicles, and mowers. (Desert Greens Equipment is not a John Deere heavy equipment/construction dealer.
- Stihl portable power equipment.
- EZGO electric and gas vehicles.

## 4. CONTRACTOR'S UNIT PRICING

### Desert Greens Equipment, Inc.

**Contact:** Adam Cherry
**Address:** 4850 Pan American East Fwy NE
Albuquerque, NM 87109

**Phone:** (505) 822-0311
**Email:** adam@desertgreensequipment.com

| Service Labor Class | Service Labor Rate/Hour | Emergency Service Labor Rate/Hour |
|---|---|---|
| Shop Service Technician | $109.00 | N/A |
| Field Service Technician | $109.00 + $100.00 On Site Fee | N/A |
| Shop Mechanic | $109.00 | N/A |
| Field Mechanic | $109.00 + $100.00 On Site Fee | N/A |
| Shop Laborer | $109.00 | N/A |
| Field Laborer | N/A | N/A |
| Machinist | N/A | N/A |
| Fabricator | N/A | N/A |
| **Parts** | | |
| Discount off Parts | 10% | |
| **Miscellaneous Charges and Travel** | | |
| Machine Cleaning | $250 (Lump Sum) | |
| Trip Charge (if not included in field labor rates) | $5.00/mile | |

**ATTACHMENT 4**

**Price Agreement – Dyson Ventures d/b/a Iron Horse Welding**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**PRICE AGREEMENT**
**WITH IRON HORSE WELDING LLC**
**(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)**

This PRICE AGREEMENT ("Agreement") is made and entered into this 20th day of March 2025 by the Santa Fe Solid Waste Management Agency ("the Agency") and Dyson Ventures d/b/a Iron Horse Welding LLC ("Contractor") for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

## 1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 25110 and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

## 2. STANDARDS OF PERFORMANCE; LICENSES

Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement. Contractor agrees to obtain and maintain all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

## 3. DEFINITIONS

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

C. "Items" means tangible goods or tangible items of personal property required for Agency operations. Unless otherwise specified, all items are to be new and of most current production.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement, which requires the Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the Central Purchasing Division on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel who do not need extensive education or specialty training or licensing. Services exclude professional services that are typically performed by a person holding a license, such as engineering, architecture or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

**4. <u>ITEMS / SERVICES TO BE PROVIDED</u>**

A. Price of Items and Services. Section 4 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders to purchase the items listed in Exhibit A. Any service ordered by the Agency must be a service

described in Exhibit A. All Purchase Orders for items and services issued hereunder must reference the Purchase Order number and Price Agreement number.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. 25110, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions:

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip that itemizes the materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.

2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the compete order cannot be fulfilled.

3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.

4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

## 5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

## 6. PAYMENTS

A. All payments under this Agreement are subject to the following provisions.

1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed, at Contractor's risk and expense, promptly after notice of rejection.

2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving services or items, the Agency shall issue a written certification of complete or partial

acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed accepted.

3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.

4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the Central Purchasing Division.

5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees levied by the State of New Mexico and the federal government on the sums payable under this Agreement.

## 7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

## 8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on March 20, 2026, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually if agreed upon by the Agency and Contractor.

## 9. CANCELLATION

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

**10. <u>TERMINATION</u>**

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement and to hold Contractor liable for any excess costs associated with

Contractor's default. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

**11. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing product delivery services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

**12. CONFIDENTIALITY**

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

**13. CONFLICT OF INTEREST**

A. Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict ofinterest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

**14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES**

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not adequately serving the Agency's needs, at the sole discretion of the Agency.

**15. ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

**16. NON-COLLUSION**

In signing this Agreement, Contractor certifies that it has not, either directly or indirectly, taken action to restrain free competitive bidding in connection with its offer and this Agreement.

**17. RELEASE**

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

**18. INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance

of $1,000,000 for each occurrence and $2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than thirty (30) days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than $1,000,000 combined single limit for each accident.

**19. <u>INDEMNIFICATION</u>**

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or

subcontractors, excepting only such liability that arises out of the Agency's negligence.

**20. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**21. THIRD-PARTY BENEFICIARIES**

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

**22. RECORDS AND AUDIT**

Contractor shall maintain throughout the term of this Agreement and for a period of three (3) years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**23. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The

parties agree that any action or suit arising from this Agreement shall be brought in the First Judicial District Court, Santa Fe County, State of New Mexico.

**24. AMENDMENT**

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

**25. INTEGRATION**

This Agreement expresses the entire agreement and understanding between the parties with respect to Contractor's items and services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**26. NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**27. SEVERABILITY**

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

**28. NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below:

**AGENCY:** Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswma.org

**CONTRACTOR:** Frederick Dyson
Principal
Iron Horse Welding LLC
5025 Broadway Blvd SE
Albuquerque, NM 87105
Email: sales@ihweld.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

**29. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

**Remainder of Page Intentionally Left Blank**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

_____ _____
Lee Garcia Date:
Chairperson

**ATTEST:**

_____
Andréa Salazar
Santa Fe City Clerk

**CONTRACTOR:**

_____ _____
Frederick Dyson Date:
Principal
Iron Horse Welding LLC

**APPROVED AS TO FORM:**

_____ _____
Nancy R. Long Date:
Agency Attorney

**EXHIBIT A**

**ITEMS / SERVICES TO BE PROVIDED**

**ITB No. 25110**

## 1. GENERAL CONDITIONS

A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.

B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the Contactor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

C. The Agency is responsible for determining when the services of Contractor are needed.

D. Contractor shall assess the situation/problem, when directed, and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

E. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.

F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.

G. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.

H. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.

I. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.

J. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

K. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

M. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.

N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.

R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.

S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

**2. BILLING LOCATION AND CONTACT**

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: AccountsPayable@sfswma.org

## 3. LIST OF OFF-ROAD HEAVY EQUIPMENT

| Covered | Not Covered | Year/Make/Model/Description |
|---|---|---|
| X | | 2007 Caterpillar 826H Landfill Compactor |
| X | | 2015 Caterpillar 836K Landfill Compactor |
| X | | 2020 Caterpillar 836K Landfill Compactor |
| X | | 1997 Caterpillar D8R Waste Handler Dozer |
| X | | 2019 Caterpillar D8T Waste Handler Dozer |
| X | | 2022 Caterpillar D8T Waste Handler Dozer |
| X | | 2003 Caterpillar 623G Wheel Tractor-Scraper |
| X | | 2005 Caterpillar 623G Wheel Tractor-Scraper |
| X | | 2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control |
| X | | 2003 Caterpillar 621G Water Wagon 8,000-gallon |
| X | | 2002 Caterpillar 613C Water Wagon 5000-gallon |
| X | | 2004 Caterpillar 613C Water Wagon 5,000-gallon |
| X | | 1992 Caterpillar 140G Motor Grader |
| X | | 2002 Caterpillar 140H Motor Grader |
| X | | 1997 Caterpillar 950F Wheel Loader |
| X | | 2007 Caterpillar 307C Excavator |
| X | | 2016 Caterpillar 308E Excavator |
| X | | 2022 Caterpillar 308CR Excavator |
| X | | 2005 Caterpillar 242B Skid Steer Loader |
| X | | 2012 Volvo L35B Wheel Loader |
| X | | 2012 Volvo L110G Wheel Loader |
| X | | 2016 Volvo L110H Wheel Loader |
| X | | 2019 Volvo L110H Wheel Loader |
| X | | Tarpomatic Machine, Spools and Tarps (2) |

| Covered | Not Covered | Year/Make/Model/Description |
|---|---|---|
| X | | 2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine) |
| X | | 2017 Toyota Forklift |
| X | | 2014 Toyota 8FGU30 Forklift |
| X | | 1994 Hyster Forklift |
| X | | Eagle Tire Cutter Tuff Cut |
| X | | Eagle Tire De-Rimmer |
| X | | 2022 John Deere 5090E Tractor |
| X | | 1985 Broce T20 Street Broom (Ford Engine) |
| X | | 2006 Godwin Water Pump (John Deere Engine) |
| X | | MultiQuip Generator (Kubota Engine) |
| X | | MadVac Litter Vacuum |
| X | | Ingersoll Rand Air Compressors |
| X | | Tyco Fire Suppression System on Select Equipment |
| X | | All Case Equipment |
| X | | All Caterpillar Equipment |
| X | | All Komatsu Equipment |
| X | | All Volvo Equipment |

Additional manufacturers/brands supported by Iron Horse Welding

- All commercial grade trucks and trailers
    - Vehicle classes - 6, 7 and 8
- Wide range of heavy equipment

## 4. CONTRACTOR'S UNIT PRICING

### Iron Horse Welding LLC

**Contact:** Frederick Dyson
**Address:** 5024 Broadway Blvd SE
Albuquerque, NM 87105

**Phone:** (505)873-4008
**Email:** sales@ihweld.com

| Service Labor Class | Service Labor Rate/Hour | Emergency Service Labor Rate/Hour |
|---|---|---|
| Shop Service Technician | $155.00 | $163.00 |
| Field Service Technician | $165.00 | $187.00 |
| Shop Mechanic | $155.00 | $163.00 |
| Field Mechanic | $165.00 | $187.00 |
| Shop Laborer | $100.00 | $105.00 |
| Field Laborer | $100.00 | $125.00 |
| Machinist | $145.00 | $179.00 |
| Fabricator | $145.00 | $179.00 |
| **Parts** | | |
| Discount off Parts | 0% | |
| **Miscellaneous Charges and Travel** | | |
| Machine Cleaning | N/A | |
| Trip Charge (if not included in field labor rates) | $3.25/mile | |

**ATTACHMENT 5**

**Price Agreement – Power Equipment Company**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**PRICE AGREEMENT**
**WITH POWER EQUIPMENT COMPANY**
**(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)**

This PRICE AGREEMENT ("Agreement") is made and entered into this 20th day of March 2025, by the Santa Fe Solid Waste Management Agency ("the Agency") and Power Equipment Company ("Contractor") for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

## 1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 25110 and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

## 2. STANDARDS OF PERFORMANCE; LICENSES

Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement. Contractor agrees to obtain and maintain all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

## 3. DEFINITIONS

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

C. "Items" means tangible goods or tangible items of personal property required for Agency operations. Unless otherwise specified, all items are to be new and of most current production.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement, which requires the Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the Central Purchasing Division on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel who do not need extensive education or specialty training or licensing. Services exclude professional services that are typically performed by a person holding a license, such as engineering, architecture or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

**4. <u>ITEMS / SERVICES TO BE PROVIDED</u>**

A. Price of Items and Services. Section 4 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders to purchase the items listed in Exhibit A. Any service ordered by the Agency must be a service

described in Exhibit A. All Purchase Orders for items and services issued hereunder must reference the Purchase Order number and Price Agreement number.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement, and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. 25110, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions:

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip that itemizes the materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.

2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the compete order cannot be fulfilled.

3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.

4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

## 5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

## 6. PAYMENTS

A. All payments under this Agreement are subject to the following provisions.

1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed, at Contractor's risk and expense, promptly after notice of rejection.

2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving services or items, the Agency shall issue a written certification of complete or partial

acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed accepted.

3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.

4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the Central Purchasing Division.

5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees levied by the State of New Mexico and the federal government on the sums payable under this Agreement.

## 7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

## 8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on March 20, 2026, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually if agreed upon by the Agency and Contractor.

## 9. CANCELLATION

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

**10. <u>TERMINATION</u>**

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement and to hold Contractor liable for any excess costs associated with

Contractor's default. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

**11. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing product delivery services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

**12. CONFIDENTIALITY**

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

**13. CONFLICT OF INTEREST**

A. Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict ofinterest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

**14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES**

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not adequately serving the Agency's needs, at the sole discretion of the Agency.

**15. ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

**16. NON-COLLUSION**

In signing this Agreement, Contractor certifies that it has not, either directly or indirectly, taken action to restrain free competitive bidding in connection with its offer and this Agreement.

**17. RELEASE**

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

**18. INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance

of $1,000,000 for each occurrence and $2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than thirty (30) days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than $1,000,000 combined single limit for each accident.

**19. <u>INDEMNIFICATION</u>**

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or

owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

**20. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**21. THIRD PARTY BENEFICIARIES**

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

**22. RECORDS AND AUDIT**

Contractor shall maintain throughout the term of this Agreement and for a period of three (3) years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**23. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from

this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be brought in the First Judicial District Court, Santa Fe County, State of New Mexico.

**24. AMENDMENT**

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

**25. INTEGRATION**

This Agreement expresses the entire agreement and understanding between the parties with respect to Contractor's items and services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**26. NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**27. SEVERABILITY**

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the

remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

**28. NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below:

**AGENCY:** Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswma.org

**CONTRACTOR:** Bruce Stats
Branch Manager
Power Equipment Company
721 Candelaria Road NE
Albuquerque, NM 87107
Email: bstats@power-equip.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

## 29. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

**Remainder of Page Intentionally Left Blank**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

_____ _____
Lee Garcia Date:
Chairperson

**ATTEST:**

_____
Andréa Salazar
Santa Fe City Clerk

**CONTRACTOR:**

_____ _____
Bruce Stats Date:
Branch Manager
Power Equipment Company

**APPROVED AS TO FORM:**

_____ _____
Nancy R. Long Date:
Agency Attorney

**EXHIBIT A**

**ITEMS / SERVICES TO BE PROVIDED**

**ITB No. 25110**

## 1. GENERAL CONDITIONS

A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.

B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the Contactor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

C. The Agency is responsible for determining when the services of Contractor are needed.

D. Contractor shall assess the situation/problem, when directed, and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

E. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.

F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.

G. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.

H. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.

I. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.

J. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

K. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

M. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.

N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.

R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.

S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

**2. BILLING LOCATION AND CONTACT**

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: AccountsPayable@sfswma.org

## 3. LIST OF OFF-ROAD HEAVY EQUIPMENT

| Covered | Not Covered | Year/Make/Model/Description |
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| | X | 2015 Caterpillar 836K Landfill Compactor |
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| | X | 1997 Caterpillar D8R Waste Handler Dozer |
| | X | 2019 Caterpillar D8T Waste Handler Dozer |
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| | X | 2005 Caterpillar 623G Wheel Tractor-Scraper |
| | X | 2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control |
| | X | 2003 Caterpillar 621G Water Wagon 8,000-gallon |
| | X | 2002 Caterpillar 613C Water Wagon 5000-gallon |
| | X | 2004 Caterpillar 613C Water Wagon 5,000-gallon |
| | X | 1992 Caterpillar 140G Motor Grader |
| | X | 2002 Caterpillar 140H Motor Grader |
| | X | 1997 Caterpillar 950F Wheel Loader |
| | X | 2007 Caterpillar 307C Excavator |
| | X | 2016 Caterpillar 308E Excavator |
| | X | 2022 Caterpillar 308CR Excavator |
| | X | 2005 Caterpillar 242B Skid Steer Loader |
| X | | 2012 Volvo L35B Wheel Loader |
| X | | 2012 Volvo L110G Wheel Loader |
| X | | 2016 Volvo L110H Wheel Loader |
| X | | 2019 Volvo L110H Wheel Loader |
| | X | Tarpomatic Machine, Spools and Tarps (2) |

| Covered | Not Covered | Year/Make/Model/Description |
|---|---|---|
| X | | 2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine) |
| | X | 2017 Toyota Forklift |
| | X | 2014 Toyota 8FGU30 Forklift |
| | X | 1994 Hyster Forklift |
| | X | Eagle Tire Cutter Tuff Cut |
| | X | Eagle Tire De-Rimmer |
| | X | 2022 John Deere 5090E Tractor |
| | X | 1985 Broce T20 Street Broom (Ford Engine) |
| X | | 2006 Godwin Water Pump (John Deere Engine) |
| X | | MultiQuip Generator (Kubota Engine) |
| | X | MadVac Litter Vacuum |
| | X | Ingersoll Rand Air Compressors |
| | X | Tyco Fire Suppression System on Select Equipment |
| | X | All Case Equipment |
| | X | All Caterpillar Equipment |
| | X | All Komatsu Equipment |
| X | | All Volvo Equipment |

**Remainder of Page Intentionally Left Blank**

## 4. CONTRACTOR'S UNIT PRICING

### Power Equipment Company

**Contact:** Bruce Stats
**Address:** 721 Candelaria Road
Albuquerque, NM 87107

**Phone:** (505) 400-8501
**Email:** bstats@power-equip.com

| Service Labor Class | Service Labor Rate/Hour | Emergency Service Labor Rate/Hour |
|---|---|---|
| Shop Service Technician | $219.00 | $260.00 |
| Field Service Technician | $244.00 | $288.00 |
| Shop Mechanic | $219.00 | $260.00 |
| Field Mechanic | $244.00 | $288.00 |
| Shop Laborer | $210.00 | $250.00 |
| Field Laborer | $220.00 | $280.00 |
| Machinist | $219.00 | $288.00 |
| Fabricator | $244.00 | $288.00 |
| **Parts** | | |
| Discount off Parts | 7% | |
| **Miscellaneous Charges and Travel** | | |
| Machine Cleaning | $200 (Lump Sum) | |
| Trip Charge (if not included in field labor rates) | $4.50/mile | |

**ATTACHMENT 6**

**Price Agreement – Tarpomatic, Inc.**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**PRICE AGREEMENT**
**WITH TARPOMATIC, INC.**
**(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)**

This PRICE AGREEMENT ("Agreement") is made and entered into this 20th day of March 2025, by the Santa Fe Solid Waste Management Agency ("the Agency") and Tarpomatic, Inc. ("Contractor") for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

## 1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 25110 and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

## 2. STANDARDS OF PERFORMANCE; LICENSES

Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement. Contractor agrees to obtain and maintain all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

## 3. DEFINITIONS

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

C. "Items" means tangible goods or tangible items of personal property required for Agency operations. Unless otherwise specified, all items are to be new and of most current production.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement, which requires the Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the Central Purchasing Division on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel who do not need extensive education or specialty training or licensing. Services exclude professional services that are typically performed by a person holding a license, such as engineering, architecture or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

**4. <u>ITEMS / SERVICES TO BE PROVIDED</u>**

A. Price of Items and Services. Section 4 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders to purchase the items listed in Exhibit A. Any service ordered by the Agency must be a service

described in Exhibit A. All Purchase Orders for items and services issued hereunder must reference the Purchase Order number and Price Agreement number.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. 25110, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions:

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip that itemizes the materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.

2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the compete order cannot be fulfilled.

3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.

4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

## 5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

## 6. PAYMENTS

A. All payments under this Agreement are subject to the following provisions.

1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed, at Contractor's risk and expense, promptly after notice of rejection.

2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving services or items, the Agency shall issue a written certification of complete or partial

acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed accepted.

3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.

4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the Central Purchasing Division.

5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees levied by the State of New Mexico and the federal government on the sums payable under this Agreement.

## 7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

## 8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on March 20, 2026, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually if agreed upon by the Agency and Contractor.

## 9. CANCELLATION

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

**10. <u>TERMINATION</u>**

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement and to hold Contractor liable for any excess costs associated with

Contractor's default. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

**11. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing product delivery services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

**12. CONFIDENTIALITY**

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

**13. CONFLICT OF INTEREST**

A. Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict ofinterest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

**14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES**

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not adequately serving the Agency's needs, at the sole discretion of the Agency.

**15. ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

**16. NON-COLLUSION**

In signing this Agreement, Contractor certifies that it has not, either directly or indirectly, taken action to restrain free competitive bidding in connection with its offer and this Agreement.

**17. RELEASE**

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

**18. INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance

of $1,000,000 for each occurrence and $2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than thirty (30) days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than $1,000,000 combined single limit for each accident.

**19. <u>INDEMNIFICATION</u>**

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or

subcontractors, excepting only such liability that arises out of the Agency's negligence.

**20. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**21. THIRD PARTY BENEFICIARIES**

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

**22. RECORDS AND AUDIT**

Contractor shall maintain throughout the term of this Agreement and for a period of three (3) years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**23. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The

parties agree that any action or suit arising from this Agreement shall be brought in the First Judicial District Court, Santa Fe County, State of New Mexico.

**24. AMENDMENT**

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

**25. INTEGRATION**

This Agreement expresses the entire agreement and understanding between the parties with respect to Contractor's items and services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**26. NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**27. SEVERABILITY**

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

**28. NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below:

**AGENCY:** Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswma.org

**CONTRACTOR:** Marlon Yarborough
Sales and Marketing Manager
Tarpomatic, Inc.
512 45th Street SW
Canton, OH 44706
Email: marlonyarborough@tarpomatic.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

## 29. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

**Remainder of Page Intentionally Left Blank**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

_____ _____
Lee Garcia Date:
Chairperson

**ATTEST:**

_____
Andréa Salazar
Santa Fe City Clerk

**CONTRACTOR:**

_____ _____
Marlon Yarborough Date:
Sales and Marketing Manager
Tarpomatic, Inc.

**APPROVED AS TO FORM:**

_____ _____
Nancy R. Long Date:
Agency Attorney

**EXHIBIT A**

**ITEMS / SERVICES TO BE PROVIDED**

**ITB No. 25110**

## 1. GENERAL CONDITIONS

A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.

B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the Contactor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

C. The Agency is responsible for determining when the services of Contractor are needed.

D. Contractor shall assess the situation/problem, when directed, and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

E. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.

F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.

G. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.

H. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.

I. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.

J. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

K. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

M. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.

N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.

R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.

S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

**2. BILLING LOCATION AND CONTACT**

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: AccountsPayable@sfswma.org

## 3. LIST OF OFF-ROAD HEAVY EQUIPMENT

| Covered | Not Covered | Year/Make/Model/Description |
|---|---|---|
| | X | 2007 Caterpillar 826H Landfill Compactor |
| | X | 2015 Caterpillar 836K Landfill Compactor |
| | X | 2020 Caterpillar 836K Landfill Compactor |
| | X | 1997 Caterpillar D8R Waste Handler Dozer |
| | X | 2019 Caterpillar D8T Waste Handler Dozer |
| | X | 2022 Caterpillar D8T Waste Handler Dozer |
| | X | 2003 Caterpillar 623G Wheel Tractor-Scraper |
| | X | 2005 Caterpillar 623G Wheel Tractor-Scraper |
| | X | 2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control |
| | X | 2003 Caterpillar 621G Water Wagon 8,000-gallon |
| | X | 2002 Caterpillar 613C Water Wagon 5000-gallon |
| | X | 2004 Caterpillar 613C Water Wagon 5,000-gallon |
| | X | 1992 Caterpillar 140G Motor Grader |
| | X | 2002 Caterpillar 140H Motor Grader |
| | X | 1997 Caterpillar 950F Wheel Loader |
| | X | 2007 Caterpillar 307C Excavator |
| | X | 2016 Caterpillar 308E Excavator |
| | X | 2022 Caterpillar 308CR Excavator |
| | X | 2005 Caterpillar 242B Skid Steer Loader |
| | X | 2012 Volvo L35B Wheel Loader |
| | X | 2012 Volvo L110G Wheel Loader |
| | X | 2016 Volvo L110H Wheel Loader |
| | X | 2019 Volvo L110H Wheel Loader |
| X | | Tarpomatic Machine, Spools and Tarps (2) (Includes parts, tarps, crossing cables and spools) |

| Covered | Not Covered | Year/Make/Model/Description |
|---|---|---|
| | X | 2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine) |
| | X | 2017 Toyota Forklift |
| | X | 2014 Toyota 8FGU30 Forklift |
| | X | 1994 Hyster Forklift |
| | X | Eagle Tire Cutter Tuff Cut |
| | X | Eagle Tire De-Rimmer |
| | X | 2022 John Deere 5090E Tractor |
| | X | 1985 Broce T20 Street Broom (Ford Engine) |
| | X | 2006 Godwin Water Pump (John Deere Engine) |
| | X | MultiQuip Generator (Kubota Engine) |
| | X | MadVac Litter Vacuum |
| | X | Ingersoll Rand Air Compressors |
| | X | Tyco Fire Suppression System on Select Equipment |
| | X | All Case Equipment |
| | X | All Caterpillar Equipment |
| | X | All Komatsu Equipment |
| | X | All Volvo Equipment |

## 4. CONTRACTOR'S UNIT PRICING

### Tarpomatic, Inc.

**Contact:** Marlon Yarborough
**Address:** 512 45th Street SW
Canton, OH 44706

**Phone:** (225) 268-7234
**Email:** marlonyarborough@tarpomatic.com

| Service Labor Class | Service Labor Rate/Hour | Emergency Service Labor Rate/Hour |
|---|---|---|
| Shop Service Technician | N/A | N/A |
| Field Service Technician | N/A | N/A |
| Shop Mechanic | N/A | N/A |
| Field Mechanic | N/A | N/A |
| Shop Laborer | N/A | N/A |
| Field Laborer | N/A | N/A |
| Machinist | N/A | N/A |
| Fabricator | N/A | N/A |
| **Parts** | | |
| Discount off Parts | Cost Less 0-5% Dependent on the Part | |
| **Miscellaneous Charges and Travel** | | |
| Machine Cleaning | N/A | |
| Trip Charge (if not included in field labor rates) | N/A | |

**ATTACHMENT 7**

**Price Agreement – Wagner Equipment Company**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**PRICE AGREEMENT**
**WITH WAGNER EQUIPMENT COMPANY**
**(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)**

This PRICE AGREEMENT ("Agreement") is made and entered into this 20th day of March 2025, by the Santa Fe Solid Waste Management Agency ("the Agency") and Wagner Equipment Company ("Contractor") for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

## 1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 25110 and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

## 2. STANDARDS OF PERFORMANCE; LICENSES

Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement. Contractor agrees to obtain and maintain all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

## 3. DEFINITIONS

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

C. "Items" means tangible goods or tangible items of personal property required for Agency operations. Unless otherwise specified, all items are to be new and of most current production.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement, which requires the Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the Central Purchasing Division on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel who do not need extensive education or specialty training or licensing. Services exclude professional services that are typically performed by a person holding a license, such as engineering, architecture or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

**4. <u>ITEMS / SERVICES TO BE PROVIDED</u>**

A. Price of Items and Services. Section 4 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders to purchase the items listed in Exhibit A. Any service ordered by the Agency must be a service

described in Exhibit A. All Purchase Orders for items and services issued hereunder must reference the Purchase Order number and Price Agreement number.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. 25110, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions:

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip that itemizes the materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.

2) Delivery shall be made upon arrival of ordered items. Contractor shall notify the Agency of anticipated delivery and if the complete order cannot be fulfilled.

3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.

4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

## 5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

## 6. PAYMENTS

A. All payments under this Agreement are subject to the following provisions.

1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed, at Contractor's risk and expense, promptly after notice of rejection.

2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving services or items, the Agency shall issue a written certification of complete or partial

acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed accepted.

3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.

4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the Central Purchasing Division.

5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees levied by the State of New Mexico and the federal government on the sums payable under this Agreement.

## 7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

## 8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on March 20, 2026, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually if agreed upon by the Agency and Contractor.

## 9. CANCELLATION

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

**10. <u>TERMINATION</u>**

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

**11. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing product delivery services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

**12. CONFIDENTIALITY**

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

**13. CONFLICT OF INTEREST**

A. Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict ofinterest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial DisclosuresAct.

## 14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not adequately serving the Agency's needs, at the sole discretion of the Agency.

## 15. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

## 16. NON-COLLUSION

In signing this Agreement, Contractor certifies that it has not, either directly or indirectly, taken action to restrain free competitive bidding in connection with its offer and this Agreement.

## 17. RELEASE

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

## 18. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of $1,000,000 for each occurrence and $2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance

company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than thirty (30) days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than $1,000,000 combined single limit for each accident.

**19. INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

**20. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**21. THIRD-PARTY BENEFICIARIES**

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

**22. RECORDS AND AUDIT**

Contractor shall maintain throughout the term of this Agreement and for a period of three (3) years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**23. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The

parties agree that any action or suit arising from this Agreement shall be brought in the First Judicial District Court, Santa Fe County, State of New Mexico.

**24. AMENDMENT**

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

**25. INTEGRATION**

This Agreement expresses the entire agreement and understanding between the parties with respect to Contractor's items and services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**26. NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**27. SEVERABILITY**

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

**28. NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below:

**AGENCY:** Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswma.org

**CONTRACTOR:** Jorge Garcia
Product Service Support Representative
Wagner Equipment Company
18000 Smith Road
Aurora, CO 80011
Email: garcia_jorge@wagnerequipment.com
Copy to: risk@wagnerequipment.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

## 29. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

**Remainder of Page Intentionally Left Blank**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

_____ _____
Lee Garcia Date:
Chairperson

**ATTEST:**

_____
Andréa Salazar
Santa Fe City Clerk

**CONTRACTOR:**

_____ _____
Jorge Garcia Date:
Product Service Support Representative
Wagner Equipment Company

**APPROVED AS TO FORM:**

_____ _____
Nancy R. Long Date:
Agency Attorney

**EXHIBIT A**

**ITEMS / SERVICES TO BE PROVIDED**

**ITB No. 25110**

## 1. GENERAL CONDITIONS

A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.

B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the Contactor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

C. The Agency is responsible for determining when the services of Contractor are needed.

D. Contractor shall assess the situation/problem, when directed, and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

E. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.

F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.

G. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.

H. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.

I. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 60-calendar day timeframe.

J. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

K. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

M. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.

N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.

R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.

S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

**2. BILLING LOCATION AND CONTACT**

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: AccountsPayable@sfswma.org

## 3. LIST OF OFF-ROAD HEAVY EQUIPMENT

| Covered | Not Covered | Year/Make/Model/Description |
|---|---|---|
| X | | 2007 Caterpillar 826H Landfill Compactor |
| X | | 2015 Caterpillar 836K Landfill Compactor |
| X | | 2020 Caterpillar 836K Landfill Compactor |
| X | | 1997 Caterpillar D8R Waste Handler Dozer |
| X | | 2019 Caterpillar D8T Waste Handler Dozer |
| X | | 2022 Caterpillar D8T Waste Handler Dozer |
| X | | 2003 Caterpillar 623G Wheel Tractor-Scraper |
| X | | 2005 Caterpillar 623G Wheel Tractor-Scraper |
| X | | 2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control |
| X | | 2003 Caterpillar 621G Water Wagon 8,000-gallon |
| X | | 2002 Caterpillar 613C Water Wagon 5000-gallon |
| X | | 2004 Caterpillar 613C Water Wagon 5,000-gallon |
| X | | 1992 Caterpillar 140G Motor Grader |
| X | | 2002 Caterpillar 140H Motor Grader |
| X | | 1997 Caterpillar 950F Wheel Loader |
| X | | 2007 Caterpillar 307C Excavator |
| X | | 2016 Caterpillar 308E Excavator |
| X | | 2022 Caterpillar 308CR Excavator |
| X | | 2005 Caterpillar 242B Skid Steer Loader |
| | X | 2012 Volvo L35B Wheel Loader |
| | X | 2012 Volvo L110G Wheel Loader |
| | X | 2016 Volvo L110H Wheel Loader |
| | X | 2019 Volvo L110H Wheel Loader |
| | X | Tarpomatic Machine, Spools and Tarps (2) |

| Covered | Not Covered | Year/Make/Model/Description |
|---|---|---|
| | X | 2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine) |
| | X | 2017 Toyota Forklift |
| | X | 2014 Toyota 8FGU30 Forklift |
| | X | 1994 Hyster Forklift |
| | X | Eagle Tire Cutter Tuff Cut |
| | X | Eagle Tire De-Rimmer |
| | X | 2022 John Deere 5090E Tractor |
| | X | 1985 Broce T20 Street Broom (Ford Engine) |
| | X | 2006 Godwin Water Pump (John Deere Engine) |
| | X | MultiQuip Generator (Kubota Engine) |
| | X | MadVac Litter Vacuum |
| | X | Ingersoll Rand Air Compressors |
| | X | Tyco Fire Suppression System on Select Equipment |
| | X | All Case Equipment |
| X | | All Caterpillar Equipment |
| | X | All Komatsu Equipment |
| X | X | All Volvo Equipment |

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## 4. CONTRACTOR'S UNIT PRICING

### Wagner Equipment Company

**Contact:** Jorge Garcia
**Address:** 18000 Smith Road
Aurora, CO 80011

**Phone:** (505) 526-3631
**Email:** garcia_jorge@wagnerequipment.com

| Service Labor Class | Service Labor Rate/Hour | Emergency Service Labor Rate/Hour |
|---|---|---|
| Shop Service Technician | $182.00 | $182.00 |
| Field Service Technician | $182.00 | $182.00 |
| Shop Mechanic | $182.00 | $182.00 |
| Field Mechanic | $182.00 | $182.00 |
| Shop Laborer | $182.00 | $182.00 |
| Field Laborer | $182.00 | $182.00 |
| Machinist | $182.00 | $182.00 |
| Fabricator | $182.00 | $182.00 |
| **Parts** | | |
| Discount off Parts | See Attached | |
| **Miscellaneous Charges and Travel** | | |
| Machine Cleaning | $728 (Lump Sum) | |
| Trip Charge (if not included in field labor rates) | $3.30/mile | |

**The following discounts from Wagner Equipment Co. will apply:**

| PRODUCTS | PSCS PROGRAM ID | DISCOUNT (%) |
|---|---|---|
| CAT Filters | NAT-PR-4 | 25 |
| CAT Batteries | NAT-ELE-3030 | 25 |
| | | |

**CAT/GET / Under/Carriage**

| PRODUCTS | PSCS PROGRAM ID | DISCOUNT (%) |
|---|---|---|
| GET – Preferred Customer Parts Discount | NAT-GET-2 | 30 |
| GET-Adapters & Base Edge | NAT-GET-3186 | 25 |
| U/C Traditional Platform | NAT-UC-3062 | 25 |
| U/C TTT & HEX Medium/Heavy Duty | NAT-UC-3055 | 15 |
| U/C CI General Duty TTT & HEX | NAT-UC-54 | 25 |
| | | |

**Customer Signature Authorization**

Customers Name & Title: Randall Kippenbrock, Executive Director

E-Mail Address: rkippenbrock@sfswma.org

Signature: Randall Kippenbrock Date: 5/23/23

**Wagner Representatives / Managers / Supervisors**

Name Jorge Garcia Signature Jorge Garcia Title PSSR Date: 5/23/23
(Printed Name)

Name _____ Signature _____ Title _____ Date: _____
(Printed Name)

Name _____ Signature _____ Title _____ Date: _____
(Printed Name)

Wagner Equipment Company Branch Location: **Albuquerque, NM**

**ATTACHMENT 8**

**ITB No. 25110 – Price Agreement for Off-Road Heavy Equipment Repairs (Parts and Labor) without Appendices**

CITY OF SANTA FE
CENTRAL PURCHASING OFFICE

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

# INVITATION TO BID

# OFF-ROAD HEAVY EQUIPMENT REPAIRS (PARTS AND LABOR)

## ITB # 25110

## NIGP COMMODITY CODE: 92931, 92935, 92958, 92985

## DUE:

## February 11, 2025
## 2:00 PM Mountain Time

# ITB SCHEDULE

**ITB # 25110**

| EVENT | DATE |
|---|---|
| Advertisement/Release Date | January 31, 2025 |
| Deadline to Submit Questions | February 6, 2025 |
| Deadline to Respond to Written Questions and Any Addendum | February 7, 2025 |
| Receipt of Bids | February 11, 2025, at 2:00 p.m. **Mountain** Time<br>Bids are to be uploaded to the following ShareFile link:<br>https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx |
| Recommendation of Award to Joint Powers Board | February 20, 2025 |

The Agency reserves the right to modify the dates and times mentioned above or withdraw the ITB due to significant justification(s) in the Agency's best interest.

**BID OPENING:** Bid opening will be accomplished through a Microsoft Teams meeting as follows:

Date: Per ITB Schedule

Time: 2:00 PM Mountain S/D Time (US and Canada) (4:00 PM Eastern S/D Time)

Web Address:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWFjZmRiZDYtYzlkOC00ZDA4LWJkMzMtY2Y5MmFlNWY5ZGIw%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%221a05b75d-789e-4d46-849e-c34d09c04400%22%7d

All Bidders must notify the CPO or designee if any employee(s) of the Agency or the office of CPO have a financial interest in the Bidder:

**____ No financial interest ____ Yes financial interest**

If yes specify by name: _____

# BIDDER FORM

Having read the Terms and Conditions and examined the Scope of Work (SOW) and Specifications for ITB No. 25110, we hereby submit this Bidder Form, Bid Sheet and other required information.

Company Name: _____

d/b/a (if applicable): _____

Mailing Address: _____

City, State, Zip Code: _____

Physical Address: _____

City, State, Zip Code: _____

Email Address: _____

Area Code + Phone Number: _____

NM Gross Receipts Tax # (CRS)_____ Federal Tax ID # _____

Payment terms: _____ (e.g., net 30 days. Discount will not be considered - see "Terms and Conditions."

Delivery for this ITB will be Caja del Rio Landfill, 149 Wildlife Way, Santa Fe, NM 87506.

Contractor's Delivery: _____ (May be considered in the award)

Authorized Signature: _____ Print or type name: _____

Signatory Email: _____ Phone Number: _____

No addenda or amendment will be issued three (3) days before the date for receipt of bids, except an addenda or amendment withdrawing the ITBs or postponing the date for receipt of bids.

If applicable, the Bidder hereby acknowledges receipt of the following addenda or amendment:
Addenda/Amendment No. ____ Dated: _____ Addenda/Amendment No. ____ Dated: _____

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document and any additional bidding instructions or requirements.

***Mailed, Faxed, and Emailed bids will not be accepted.***

# TERMS AND CONDITIONS

(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or their designee approves a purchase document in response to the bid, a binding contract is created.

2. **Assignment:** Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the Central Purchasing Division. Under this order, no such consent shall relieve the Contractor's obligations and liabilities.

3. **Variation in Quantity:** No increase in the SOW of services or items after award will be accepted, unless means were provided for within the contract documents. Decreases in the SOW of services, or items can be made upon request by the Agency or if such variation has been caused by documented conditions beyond the Contractor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. **Default:** The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the Contractor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the state or the 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 Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

5. **Items:** All bid items are to be new and of the most current production unless otherwise specified.

6. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

7. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible items (goods) rejected at the destination for non-conformance with specifications shall be removed at the Contractor's risk and expense promptly after notice of rejection.

8. **Packing, Shipping and Invoicing:**

   a) The Central Purchasing Division’s purchase order number, Contractor's name, Agency's name and location shall be shown on each packing slip, delivery ticket, package, bill of lading and other correspondence concerning the shipments. The Contractor shall accept the Agency's count as final and conclusive on all shipments not accompanied by a packing slip.

   b) The Contractor's invoice shall be submitted duly certified and contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each complete shipment.

   c) Invoices must be submitted to Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506, and not the City of Santa Fe.

9. **Method of Payment:**

   a) Every effort will be made to process payments within thirty ( 30) days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

   b) Contractor must register with the City of Santa Fe's Enterprise Resource Planning (ERP) System. Contractor's failure to do so will experience delays in the processing of invoices and will not be able to do business with the Agency. Contractor can register online at:

   https://santafenm.munisselfservice.com/Vendors/default.aspx.

10. **Payment Provisions:** All payments under this Agreement are subject to the following provisions.

    a) Acceptance - In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the product or services provided meet specifications. Until the Agency accepts the products or services in writing, the Agency shall not pay for any products or services. Unless otherwise agreed upon between the Agency and the Contractor, within thirty (30) days from the date the Agency receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the Agency shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the Agency 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 invoice date. 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 Agency agrees to pay in full the balance shown on each account's statement by the due date shown on said statement.

11. **Taxes:** The Agency is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for services. A tax-exempt certificate will be issued upon written request to the Purchasing Office. Such tax or taxes shall be added at the time of invoicing at the current rate and shown as a separate item to be paid by the Agency.

12. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded to the Agency by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

13. **Price Adjustments:** Unit prices for services and items quoted by the Contractor are to be firm for the duration of the contract. A request for a price adjustment due to an increase or decrease in cost of living, fuel or product manufacturer/supplier is subject to approval by the Agency. The Contractor shall submit to the Agency sufficient justification to support the request.

14. **Late Delivery:** It is expressly understood and agreed that, as a result of the public interest and because of the monetary losses that the Agency may incur as a result of failure to deliver the items and services described in the contract on time, that time is of the essence in the performance of this Agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated nor calculated. At the option of the Chief Procurement Officer, the Agency may invoke the default provisions of the Agreement contained herein.

15. **Agency Furnished Property:** Agency furnished property shall be returned to the Agency upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

16. **Workers' Compensation:** The Contractor agrees to comply with State laws and rules on Workers' Compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required, this Agreement may be terminated by the Agency.

17. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Agency are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without the prior written consent of the Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to ensure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

18. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Agreement's term and effect, and retain them for three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit billings before and after payment. Payment for services under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

19. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

20. **Non-Collusion:** In signing this bid, the Contractor certifies they have not, directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or their designee.

21. **Nondiscrimination:** Contractor doing business with the Agency must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

23. **Power of Attorney:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

24. **No additional terms and/or conditions will be accepted.**

# INFORMATION FOR BIDDERS

## 1. ITB Access and Bid Submission

Solicitation packets are available in Bid Central through VSS, see the link below to gain access.

**VSS: https://cityofsantafenmvendors.munisselfservice.com/Vendors/default.aspx**

(On the Bid page, click on "Search," to find the ITB. Anyone may view the ITB without logging in, however, you must be a registered vendor and logged in, to "Create Bid.")

To register, follow the Vendor Self Service (VSS) link below. Please ensure your registration profile at minimum, has the commodity codes listed on the ITB. It is your responsibility to keep your profile up to date based on the products and services your company provides.

It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via Munis Bid Central (link below) by the Bid due date and time. Such submissions will be considered sealed. Bidders must ensure their bids are correct, accurate, and correspond with any amendments before submission. Complete and submit all required documents, including specifications, supporting materials, certificates, pricing, etc., through Bid Central as per instructions to form a complete, responsive bid (NMSA 1978, Sections 13-1-82 through 13-1-84 and 13-1-133).

The Santa Fe Solid Waste Management Agency (herein called "Agency") invites bidder(s) to submit their bid electronically on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Central Purchasing Division of the City of Santa Fe until 2:00 p.m. Mountain Time as per ITB Schedule.
Bids are to be uploaded to the following link:

**https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx**

Procurement amendments are processed through Bid Central. If amendments (addenda) are processed before bids are submitted, ensure bids reflect the amendments; after bids are submitted, bidders must update the bid by clicking "modify" and updating the associated area(s)* to ensure bid reflects the amendment.

*Bidders must replace the previously submitted documents if the amendment affects uploaded documents.

Bidders must ensure adequate time is allowed for large uploads and to fully complete bid submittal by the deadline. Bids that are not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, bids that are not received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

LATE BIDS WILL NOT BE ACCEPTED. Bid Central will kick you out if bid is not submitted in time.

## 2. Preparation of Bid

All blank spaces for bid prices must be filled in, hand or type written. Any line item listed that is not applicable to the bidders' services, indicate as such by entering "N/A" for the line item. Zero discount on parts, indicate as such by entering a '0'. Bids must be in Word or PDF format.

**Special Notice –** To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten.

This ITB may be canceled or any and all bids may be rejected in whole or in part whenever the Agency determines it is in the Agency's best interest to do so.

### 3. Bid Tabulations

Bid tabs will be posted to the Central Purchasing Office's website after the bid opening date. To access it, go to: https://www.santafenm.gov/bid_tabulations.

### 4. Correction or Withdrawal of Bid

A bid containing a mistake discovered before bid opening may be modified or withdrawn by the Bidder before the deadline for receipt of bids by emailing a written notice to Purchasing@santafenm.gov. Withdrawn bids may be resubmitted up to the time and date designated for the receipt of bids, provided they are then fully in conformance with the ITB.

### 5. Interpretations and Addenda

No oral interpretation of the meaning of any section of the ITB will be binding. Oral communications are permitted to assess the need for an addendum. Any questions concerning the ITB must be addressed prior to the date set for receipt of bids.

Every request for such interpretations should be submitted via email to Danita Boettner at dboettner@sfswma.org and to be given consideration must be received at least five (5) days prior to the date set for receipt of bids. Other Agency employees do not have the authority to respond on behalf of the Agency.

Any and all such interpretations and any supplemental instruction will be in written addenda to the ITB, which, if issued, will be sent to all prospective Bidders through Vendor Self Service (VSS) not later than three (3) days prior to the date set for receipt of bids. Failure of any Bidder to receive any such addenda or interpretations shall not relieve Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

Addenda may be obtained from Danita Boettner via email at dboettner@sfswma.org or website https://www.santafenm.gov/bids_rfps.

The Agency reserves the right not to comply with these time frames mentioned above if an addendum is required to extend the bid deadline or cancel the ITB due to significant justification(s) that are in the Agency's best interest.

### 6. Laws and Regulations

The Bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over the subject of this ITB shall apply to the ITB throughout, which will be deemed to be included in the ITB the same as though written out in full.

### 7. Disclosure of Bid Contents

All bids and documents pertaining to the bid shall be opened publicly. Each bid, except those portions for which a bidder has made a written request for confidentiality, shall be open to public inspection. Any data, which a bidder believed should be kept confidential shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

### 8. Brand Name or Equal Specification

In accordance with NMSA 1978, Section 13-1-168. all brand names specified in this bid are not meant to be restrictive but used as descriptive or equal specification.

Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the

Bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.

The Agency reserves the right to evaluate "or equal" or any line of the SOW that does not exactly meet the requirements. The Agency also reserves the right to evaluate based on the make and model submitted by the bidder and review all specifications to ensure that make and model meets or exceeds the specifications listed in the SOW and deny the bid with justification if the minimum requirements are not met.

**9. Method of Award**

The Agency also reserves the right to award to multiple Bidders to meet the needs of the Agency in accordance with NMSA 1978, Section 13-1-153.

The ITB sets forth all specifications to be used in determining acceptability. An acceptability evaluation is not conducted for the purpose of determining whether one bidder's item is superior to another's, but only to determine that a bidder's offering is acceptable as set forth in the ITB. Any bidder's offering which does not meet the acceptability requirements shall be rejected as non-responsive.

Following determination of acceptability as set forth in the ITB, if any is required, bids will be evaluated to determine which bidder offers the lowest cost to the Agency in accordance with the evaluation criteria set forth in the ITB. Only objectively measurable criteria that are set forth in the ITB shall be applied in determining the lowest bidder.

Awards may be determined by total or lifecycle costing. Life-cycle costing shall take into account operative, maintenance, and money costs, other costs of ownership and usage and resale or residual value, in addition to acquisition price, in determining the lowest bid cost over the period the item will be used.

In addition, the CPO or designee shall have the right to waive technical irregularities.

**10. Identical Bids**

If two or more identical bids are received, the Chief Procurement Officer will apply the process described in NMSA 1978, Section 13-1-110 of the New Mexico Procurement Code.

**11. Contract Award**

The Agency anticipates awarding the contract(s) during the regular scheduled Joint Powers Board meeting on February 20, 2025; however, the meeting's date is tentative and subject to change without notice.

**12. Rejection or Cancellation of Bid**

The ITB may be canceled, and any or all bids may be rejected in whole or in part, when it is in the Agency's best interest. Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in favor of the Agency. A determination containing the reasons shall be made part of the project file (NMSA 1978, Section 13-1-131).

**13. Prohibit Bidding**

If any Bidder is of the opinion that the specifications as written preclude them from submitting a bid on this ITB, the Bidder should make their opinion known to the CPO or their designee, in writing, at least seven (7) days prior to the bid opening date.

**14. Protest Deadline**

Any protest by a Bidder must be timely submitted and conform to NMSA 1978, Section 13-1-172 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the contract award and will end by the close of business fifteen (15) calendar days after the contract award. Protests must be written and must include the protestor's name and address and the ITB number. Protests must also contain a statement of grounds

for protest, including appropriate supporting exhibits, and specify the ruling requested. Protests must be addressed and delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

Protests received after the deadline will not be accepted. The Agency reserves the right to implement the terms of the contract with the successful Bidder during the pendency of the protest.

**15. Agency Rights**

The Agency reserves the right to accept all or a portion of a bid.

**16. Right to Publish**

Throughout this procurement process and contract term, potential Bidders and contractors must secure from the Agency written approval before releasing any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bidder's bid or termination of the contract.

**17. Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances)**

Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances). The vendor must comply with the current living wage rate ang requirements posted on these pages:

https://www.santafecountynm.gov/livingwage
https://santafenm.gov/economic-development/business-resources/living-wage-information

**18. Preferences**

**New Mexico Resident / Native American Resident / Veteran Resident Business Preferences:** To receive the Preference pursuant to NMSA 1978, Section 13-1-22 (as amended), the Bidder **must** submit a copy of a valid Resident Business certificate issued by the New Mexico Department of Taxation and Revenue with its bid.

When a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a:

(1) New Mexico resident business or Native American resident business to be eight percent lower than the bid actually submitted; or

(2) resident veteran business or Native American resident veteran business with annual gross revenues of up to six million dollars ($6,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted.

**The New Mexico Resident Business or Native American Resident Business Preference is not cumulative with the New Mexico Resident Veteran Business or Native American Resident Veteran Business Preference.**

**Local Preference:** Local preference is not applicable pursuant to the County's 2013 Purchasing Procedures and Finance Policy.

# BIDDER SUBMITTAL CHECKLIST

☐ **BIDDER FORM** must be signed by an authorized representative of the company.

☐ **BID SHEET.** Verify the total written dollar amount matches the total dollar number. Do amounts total correctly? In the event of discrepancies, the dollar value which is WRITTEN out is legally considered the valid price.

☐ **ADDENDA or AMENDMENT -** acknowledge any addenda issued in reference to this ITB.

☐ **OFF-ROAD EQUIPMENT LIST**

☐ **BASIC QUALIFICATION STANDARDS QUESTIONAIRE**

☐ **BIDDER QUESTIONAIRE**

☐ **LIST OF ADDITIONAL MANUFACTURERS/BRANDS SUPPORTED BY YOUR COMPANY**, if applicable.

☐ **COPY OF CITY OF SANTA FE AND/OR SANTA FE COUNTY BUSINESS LICENSE**

☐ **COPY OF STATE OF NEW MEXICO GROSS RECIEPTS TAX (BTIN) OR TAX IDENTIFICATION NUMBER OF RELEVENT STATE THE BIDDER RESIDES.**

☐ **COPY OF NEW MEXICO PREFERENCE CERTIFICATE (RESIDENT BUSINESS, VETERANS' OR NATIVE AMERICAN)** issued by the New Mexico Department of Taxation and Revenue, if applicable.

# DEFINITIONS AND TERMS

1. **Addendum or Amendment**: a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Invitation to Bid.

2. **Agency**: means the Santa Fe Solid Waste Management Agency.

3. **Bidder**: means the companies or firms submitting a bid in response to this Invitation to Bid.

4. **BuRRT**: means the Buckman Road Recycling and Transfer Station.

5. **Central Purchasing Office**: means the office responsible for the control of procurement of items of tangible personable property, services or construction.

6. **Chief Procurement Officer**: means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personable property, services or construction.

7. **City**: means the City of Santa Fe.

8. **Close of Business**: means 5:00 p.m. Mountain Time.

9. **Contractor**: means the successful Bidder who enters into a binding contract/agreement.

10. **Contract/Agreement:** means the Agency's Services Agreement for the procurement of items of tangible personal property, services or construction, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms.

11. **Desirable**: means the terms "can," "may," and "should" indicate a discretionary item or factor.

12. **Determination**: means the written documentation of the Chief Procurement Officer's decision, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (NMSA 1978, Section 13-1-52).

13. **Invitation to Bid**: or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting bids (NMSA 1978, Section 13-1-102).

14. **Joint Powers Board (JPB)**: means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.

15. **Landfill**: means the Caja del Rio Landfill.

16. **Mandatory**: means the terms "must," "shall," "will," "is required," and "are required" indicate a mandatory item or factor that will result in the rejection of the Bidder's bid.

17. **Multi-Term Contract**: means a contract having a term longer than one year (NMSA 1978, Section 13-1-68).

18. **Purchase Order:** means a fully executed purchase document issued by the City that specifies the items and services to be provided by the Contractor.

19. **Responsible Bidder**: means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that the Bidder's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the invitation to bid (NMSA 1978, Section 13-1-82).

20. **Responsive Bid**: means an offer that conforms materially to the requirements in the invitation to bid. Material respects of the invitation to bid include, but are not limited to, price, quality, quantity or delivery requirements (NMSA 1978, Section 13-1-84).

21. **Services**: means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but do not include construction or the services of employees of the Agency (NMSA 1978, Section 13-1-87).

22. **Staff**: means any individual who is a full-time, part-time, or independently contracted employee with the Bidders' company.

23. **Written**: means typewritten on standard 8½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

# SCOPE OF WORK

## 1. Purpose

Establish a Price Agreement(s) for Off-Road Heavy Equipment Repairs for the Santa Fe Solid Waste Management Agency (Agency) to properly maintain equipment located at both the Caja del Rio Landfill (Landfill), 149 Wildlife Way, Santa Fe, NM 87506 and the Buckman Road Recycling and Transfer Station (BuRRT), 2600 Buckman Road, Santa Fe, NM 87507.

## 2. Background and Summary

The Santa Fe Solid Waste Management Agency operates a variety of off-road heavy equipment in support of its operations. A list of all equipment covered by the ITB is attached to this document as APPENDIX A. The Agency performs routine maintenance service on all of its equipment and conducts minor repairs as its resources allow.

This ITB seeks to establish a standing price agreement with qualified vendors/repair facilities for equipment parts and repairs beyond the capacity of the Agency's in-house equipment maintenance department.

## 3. General Conditions

A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to that Agreement.

B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the Contactor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

C. The Agency is responsible for determining when the services of Contractor are needed.

D. Contractor shall assess the situation/problem, when directed, and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

E. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.

F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.

G. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.

H. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.

I. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.

J. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

K. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

M. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor’s violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.

N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.

R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.

S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

**4. Basic Qualifications**

Bidders must indicate the specific equipment they have the capacity to offer services for based on the list provided in Appendix A. This list includes all off-road heavy equipment currently owned and operated by the Agency, additional off-road heavy equipment may be added to the Agency's heavy equipment inventory and shall be covered by this agreement.

Bidders responding to this solicitation must meet basic qualification standards established in this ITB, and itemized below. Bidders shall complete the questionnaire, attached to this ITB as APPENDIX B, to demonstrate their capacity to perform the services requested in this ITB.

Bidder is required to indicate either "meets or exceeds specifications" or "does not meet specifications" by placing a check in the appropriate "YES" or "NO" column. Failure to indicate either "YES" or "NO" will be evaluated as "does not meet specifications".

| Meets or Exceeds Specification? | Basic Qualification Standards Questionnaire |
|---|---|
| Y ☐ N ☐ | Bidder has the knowledge and capability to repair fleet vehicles, heavy-duty trucks and/or trailers in-house. |
| Y ☐ N ☐ | Factory trained service technicians. |
| Y ☐ N ☐ | Repair facility within 80 miles of Santa Fe, NM. |
| Y ☐ N ☐ | Past experience with repairs, parts and/or service of off-road heavy equipment. |
| Y ☐ N ☐ | Access to factory service, repair and parts manuals for covered equipment. |
| Y ☐ N ☐ | Transportation of equipment from Agency facilities to Bidder's repair facility (shop). Transportation services include, but are not limited to, towing, trailering, over-sized loads, over-weight loads, etc. |
| Y ☐ N ☐ | Field service – on-site field diagnostics and repairs (at Agency's facilities). |
| Y ☐ N ☐ | Shop service – off-site repairs (at Bidders facilities). |
| Y ☐ N ☐ | Parts discount off published/retail cost (list price). |
| Y ☐ N ☐ | Labor/service hourly rates by class. |
| Y ☐ N ☐ | All work to be professionally diagnosed prior to repairs being performed. Bidder shall notify Agency of Diagnostic results and the Agency will issue a written estimate of repair costs (hourly labor charges, parts, materials, number of days the equipment will be down for repairs, etc.). In the event a partial or complete tear-down is required to diagnose repair, Bidder must receive written authorization from the Agency prior to commencing tear-down. |
| Y ☐ N ☐ | Respond to all requests for repair within three (3) hours of notification. |
| Y ☐ N ☐ | All repairs to be completed within fifteen (15) working days of receipt by Bidder of Notice to Proceed from the Agency. This period may be extended at the option of the Agency and such an extension shall be documented in writing. |
| Y ☐ N ☐ | Carries an adequate inventory supply of parts and materials to serve the Agency's needs without undue delays. If the Bidder does not have required parts and materials on hand, Bidder has ready access to same from a third-party vendor. |
| Y ☐ N ☐ | Agency retains ownership of, and reserves the rights to request return of for inspection, any part(s), accessory(ies), assembly(ies) or sub-assembly(ies) replaced on equipment to affect the repair. |
| Y ☐ N ☐ | All parts, fluids and materials must be new and conform to original manufacturer's specification. Rebuilt assemblies or parts may be used with the approval of the Agency. |
| Y ☐ N ☐ | If required, the selected Bidders shall provide towing of large equipment to the Bidder's specialized repair facilities (shops). The Bidders shall be licensed to tow/transport heavy equipment within the State of New Mexico and shall follow all applicable NMDOT rules and regulations. |
| Y ☐ N ☐ | If the repairs are not properly performed, the equipment shall be returned for corrective repairs at no additional cost to the Agency. |
| Y ☐ N ☐ | Comply with federal, state, and local environmental regulations. No additional charge will be accepted by the Agency for the legal disposal of any used fluids or parts such as motor oil, anti-freeze, batteries, tires, etc. |

**BID SHEET**

**ITB No. 25110**

**Santa Fe Solid Waste Management Agency**

**Off-Road Heavy Equipment Repairs (Parts and Labor)**

**SERVICE LABOR RATES[1]**

7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays

| ITEM | SERVICE LABOR CLASS | UNIT | PRICE[2] |
|---|---|---|---|
| 1 | Shop Service Technician | Per Hour | $ |
| 2 | Field Service Technician | Per Hour | $ |
| 3 | Shop Mechanic | Per Hour | $ |
| 4 | Field Mechanic | Per Hour | $ |
| 5 | Shop Laborer | Per Hour | $ |
| 6 | Field Laborer | Per Hour | $ |
| 7 | Machinist | Per Hour | $ |
| 8 | Fabricator | Per Hour | $ |

| ERGENCY SERVICE LABOR RATES[1]<br>5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends, excluding holidays. | | | |
|---|---|---|---|
| **ITEM** | **SERVICE LABOR CLASS** | **UNIT** | **PRICE[2]** |
| 9 | Shop Service Technician | Per Hour | $ |
| 10 | Field Service Technician | Per Hour | $ |
| 11 | Shop Mechanic | Per Hour | $ |
| 12 | Field Mechanic | Per Hour | $ |
| 13 | Shop Laborer | Per Hour | $ |
| 14 | Field Laborer | Per Hour | $ |
| 15 | Machinist | Per Hour | $ |
| 16 | Fabricator | Per Hour | $ |
| **PARTS** | | | |
| **ITEM** | **PRICING BASIS** | **UNIT** | **PERCENTAGE** |
| 17 | Discount off Parts[3] | Percent | % |
| **MISCELLANEOUS CHARGES AND TRAVEL**<br>Round Trip from Agency's Facilities to Bidder's Location | | | |
| **ITEM** | **SERVICE CLASS** | **UNIT** | **PRICE[1]** |
| 18 | Machine Cleaning | Lump Sum | $ |
| 19 | Trip Charge (if not included in service labor rate) | Per Mile | $ |

[1]Any line item listed that is not applicable to the Bidder's services, indicate as such by entering 'N/A' for the line item.
[2]Excluding NMGRT
[3]Zero discount on parts, indicate as such by entering a '0'
[4]Service Class items listed are applicable to the Bidder's that have the ability to provide the services. Pricing must be presented as a unit rate for service to be provided by Bidder.