





Date: June 10, 2025

To: Governing Body

From: Jennifer Morrow, PE, Complete Streets Division Director  Jennifer Morrow (Jun 10, 2025 14:14 MDT)

Via: Regina Wheeler, Public Works Department Director  RW (Jun 10, 2025 14:22 MDT)

Subject: Loader Equipment Lease

Vendor Names: Deere Credit, Inc. / 4 Rivers Equipment LLC

Vendor Numbers: 9870 — Deere Credit, Inc./John Deere Financial
3900 — 4 Rivers Equipment LLC

ACTION:

Request for Approval of a Master Lease Agreement with Deere Credit, Inc./John Deere Financial for a Loader for Streets Maintenance in the Total Amount of \$271,136 Including NMGRT for a Five (5) Year Term Ending June 30, 2030. (Jennifer Morrow, PE, Complete Streets Division Director, jlmorrow@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis Contract Number is 3250642.

BACKGROUND AND SUMMARY:

Public Works Complete Streets Division presented extensive equipment replacement needs at the end of FY24. Some of the equipment was funded to be purchased with one-time funds and other pieces funded for lease in the FY25 operating budget. The five pieces of equipment to be leased are: one (1) 624 P-Tier Wheel Loader, three (3) sweepers, and one (1) skid steer.

Deere Credit, Inc./John Deere Financial is the leasing company utilized by 4 Rivers Equipment LLC, a long-time equipment provider for the City of Santa Fe.

This lease price includes maintenance services for the equipment and a buyout option at the end of the lease. The equipment is scheduled to be delivered on June 11, 2025.

ATTACHMENTS:

Master Lease Agreement
CES Agreement No. 2022-10-C102-ALL
Signature Instructions from John Deere Financial

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: 365 1/2 PER GRT
Munis Org Name/Number: 3650414 RDWYS&DRNG
Munis Object Name/Number: 562600 Vehicles >1.5 Tons

Budget Officer/Designee: Andy Hopkins Date: 06/23/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method is NMSA 1978, Section 13-1-135, Cooperative Educational Services (CES) Agreement No. 2022-10-C102-ALL with 4 Rivers Equipment LLC, which expires on July 25, 2027.

Chief Procurement Officer (CPO)/Designee: [Signature] Date: 06/23/2025
CPO Comment/Exceptions: Send CES the PO as soon as it's printed. Varyify GRT - should not be included - product

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? Yes | No **Note: Fleet does not oversee Complete Streets equipment.**

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: This loader will be maintained by 4 Rivers and Complete Streets.

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

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? Yes | No

Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____



Lessee:	CITY OF SANTA FE 1142 SILER RD., SANTA FE, NM 87507-3127
Lessor:	DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600
This Master Lease Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified below ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.	

TERMS AND CONDITIONS

- Lease Term: Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. To the extent funds have been appropriated, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 1.5% per month of the unpaid balance due, but in no event more than the maximum lawful rate set by NMSA 1978, § 13-1-158, of the New Mexico Procurement Code. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term (and any Renewal Term), exceeds the total of all amounts due under the Lease by less than \$25.00, we may retain such excess.
- Security Deposit.** If the Schedule provides for a Security Deposit, the Security Deposit will be held by us in a non-interest bearing account, commingled with other funds. We may apply the Security Deposit to any amounts due under the Lease and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within thirty days of termination of a Schedule and final inspection by us, provided you are not in default.
- Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.
- Security Interest: Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of the Lease. If a Schedule is deemed to be a secured transaction and not a lease, you (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct clearly erroneous information on the Lease, such as a correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds. Notwithstanding any other election you make, you agree that (1) we can access any information regarding the location, maintenance, operation and condition of the Equipment; (2) you irrevocably authorize anyone in possession of that information to provide all of the that information to us upon our request; (3) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (4) we may reactivate any such device.
- Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.
- Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it, which acceptance will not be unreasonably withheld or delayed. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.
Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.
- Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item shall be the net book value calculated as the sum of (1) all Lease Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in the applicable Schedule, such discount rate (the "Discount Rate"); plus (3) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating Lease Payments), discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the Equipment Cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables.

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

8. **Early Payoff/Purchase.** In the event you desire to purchase an item of Equipment prior to the Lease Term End Date, and are not in default, you may request a payoff amount quote. Upon receipt of the payoff amount, we will transfer to you all of our right, title and interest in such item of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.
9. **Return of Equipment.** If a Schedule is terminated for any reason and you do not (a) return the Equipment to us, (b) exercise any Purchase Option, or (c) exercise any Renewal Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion using market based internal tools, or (ii) the monthly Lease Payment set forth in the Schedule (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Equipment Return Provisions incorporated into the Lease.
10. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.
11. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 9, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY (i) if the Equipment is returned and the Lease is deemed to be a lease and not a secured transaction in our sole discretion, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the item of Equipment so that it is in satisfactory condition in accordance with Section 9 and (4) unamortized amount of our initial direct costs of originating and administering the applicable Schedule (ii) if the Equipment is returned to us and the Lease is deemed to be a secured transaction and not a lease under New Mexico law, the difference between (1) the Termination Value as of the date of such default; and (2) the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) or (iii) if the Equipment is not returned to us, the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.
12. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. The Lease shall be binding upon any successor or permitted assignee. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.
13. **Claims.** To the extent permitted by law, You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession for acts or omissions, which occurred during the Lease Term. You will promptly notify us of all Claims made. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us. Your liability under this Section is not limited to the amounts of insurance required under the Lease.
14. **Representations and Warranties.** To the extent permitted by law, You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term subject to paragraph 17; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code unless such action is required by federal or state law, regulation, or grant agreement; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns
15. **Governing Law: Jurisdiction: Venue.** EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW MEXICO, WHERE THIS MASTER AGREEMENT IS ACCEPTED AND ENTERED INTO. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Santa Fe, New Mexico and will not claim it is an inconvenient forum for legal action. **YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.**
16. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 11(d), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us.

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

17. Non-Appropriation of Funds.

For the Lessee, this Lease Agreement is contingent upon sufficient appropriations and authorizations being made by the Governing Body of the City of Santa Fe and, if state funds are involved, the New Mexico Legislature. If sufficient appropriations and authorizations are not made, this Lease Agreement shall terminate on the last day of the fiscal period for which appropriations were received. Lessee will give Lessor written notice at least 30 days in advance of such occurrence. Such termination shall be without penalty or expense to the Lessee. The Lessee is expressly not committed to expenditure of funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the Governing Body or Legislature. The Lessee's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Lessor.

In performing its obligations in this Lease Agreement the Lessee shall comply with all applicable State of New Mexico and local government laws and ordinances, including the New Mexico Procurement Code, NMSA 1978, § 13-1-28, et seq. As a political subdivision of the state of New Mexico, any liability on the part of Lessee is limited by state law, including the Bateman Act, NMSA 1978, § 6-6-11; Art. IX, Sec. 12 (municipal indebtedness), and the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq. Nothing in this Lease Agreement between Lessee and Lessor shall be interpreted as a waiver of the Lessee's sovereign immunity under the Tort Claims Act. Nothing in the John Deere Lease Agreement or this Addendum shall require the Lessee to become indebted or contract any indebtedness of any kind or nature whatsoever during any current year which, at the end of such current year, is not and cannot be paid out of the money actually collected and belonging to that current year, and any indebtedness for any current year which is not paid and cannot be paid, as provided above, shall be void.

18. You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS MASTER AGREEMENT. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

<p>LESSEE CITY OF SANTA FE 1142 SILER RD SANTA FE, NM 87507-3127</p> <p>By: _____ ALAN WEBBER, MAYOR</p> <p>Date: _____</p>	<p>LESSOR DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600</p> <p>By: _____</p> <p>Date: _____</p>
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IN WITNESS WHEREOF, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (May 28, 2025 14:56 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR



Lease Schedule

Lease Schedule No.	030-0078057-000
Master Lease Agreement No.	0078057

Lessee: (Name & Address)	CITY OF SANTA FE 1142 SILER RD, , SANTA FE, NM 87507-3127
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
06/11/2025	06/11/2030	1	\$50,123.27	\$4,103.84	\$54,227.11	\$121,938.03
		1	\$50,123.27	\$4,103.84	\$54,227.11	
		1	\$50,123.27	\$4,103.84	\$54,227.11	
		1	\$50,123.27	\$4,103.84	\$54,227.11	
		1	\$50,123.27	\$4,103.84	\$54,227.11	

*If part of the regular scheduled lease payment

RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

PAYMENT TERMS

PAYMENT DUE AT SIGNING

Due Date	1 st Payment Due Date	Discount Rate	Advance Lease Payment**	\$0.00
11	07/11/2025	Internal Rate of Return minus 2 percent (2%)	Origination Fee	\$0.00
Billing Period	Irregular Payments		Security Deposit	\$0.00
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Irregular			Total Due At Signing	\$ 0.00
				**Advance Lease Payment includes the first (0) and last (0) Lease Payment(s)

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. To the extent permitted by law, You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.



Equipment Return Provisions

Lease Schedule No.	030-0078057-000
Master Lease Agreement No.	0078057

Lessee: (Name & Address)	CITY OF SANTA FE 1142 SILER RD., SANTA FE, NM 87507-3127
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and CITY OF SANTA FE, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. Mechanical.

- A. Computer systems or safety and emission control equipment not in proper working order.
- B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
- C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
- D. Any air filters not within manufacturer's specifications.
- E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
- F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
- G. Any lubricant, water or A/C seal leaks.

2. Exterior.

- A. Dents larger than 2 inches in diameter.
- B. Excessive number of dents or scratches.
- C. Any scratch 8" or longer that reaches the metal skin.
- D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
- E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
- F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
- G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
- H. All frame damage and substandard frame repairs.
- I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

3. Cab/Operator Platform.

- A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
- B. Unclean condition of operator environment.
- C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

4. General.

- A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
- B. Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

5. Other.



- A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
- B. The Equipment must be cleaned prior to its return.
- C. The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.

6. Hour Meter.

For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

7. Invoices for Excess Wear And Tear.

Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE	CITY OF SANTA FE 1142 SILER RD SANTA FE, NM 87507-3127
By:	 ALAN WEBBER, MAYOR
Date:	

LESSOR	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By:	_____
Date:	_____



JOHN DEERE
FINANCIAL

Delivery and Acknowledgment

Lease Schedule No.	030-0078057-000
Master Lease Agreement No.	0078057

Lessee: (Name & Address)	CITY OF SANTA FE 1142 SILER RD, , SANTA FE, NM 87507-3127
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE	CITY OF SANTA FE 1142 SILER RD SANTA FE, NM 87507-3127	LESSOR	DEERE CREDIT, INC. 6400 N.W.86 th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
By:	_____	By: _____	
	REGINA WHEELER, PUBLIC WORKS DIRECTOR	Date: _____	
Date:	_____		



JOHN DEERE
FINANCIAL

Property Tax Acknowledgment

Lease Schedule No.	030-0078057-000
Master Lease Agreement No.	0078057

Lessee: (Name & Address)	CITY OF SANTA FE 1142 SILER RD, , SANTA FE, NM 87507-3127
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Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600
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As Lessor and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee should not report this equipment on their property tax return.

Lessor will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Lessor for property taxes upon receipt of an invoice from John Deere Financial. Please refer to section 3 of the Master Lease Agreement for further information.

The equipment listed on the attached Master Lease Schedule – Equipment List will be reported to the following taxing jurisdiction(s).

<u>1142 SILER RD</u> Street Address	<input type="checkbox"/> Check here if OUTSIDE city limits		
<u>SANTA FE</u> City	<u>NM</u> State	<u>87507-3127</u> Zip	<u>SANTA FE</u> County

PLEASE VALIDATE THE ABOVE INFORMATION & MAKE APPLICABLE CHANGES BELOW:

_____	<input type="checkbox"/> Check here if OUTSIDE city limits		
Street Address			
_____	_____	_____	_____
City	State	Zip	County

<input type="checkbox"/> Check here if Sales/Use Tax Exempt	<input type="checkbox"/> Check here if Property Tax Exempt
---	--

Equipment Usage:	_____
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Percentage of Time:	_____
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The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the Lessor will file and pay property taxes and that the Lessee is required to reimburse Lessor upon receipt of an invoice for property taxes. Failure to reimburse Lessor for property taxes shall constitute an Event of Default as described in Section 10 of the Lease.

LESSEE	CITY OF SANTA FE 1142 SILER RD SANTA FE, NM 87507-3127
	By: _____ ALAN WEBBER, MAYOR
Date: _____	



JOHN DEERE
FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	030-0078057-000
Master Lease Agreement No.	0078057

Lessee: (Name & Address)	CITY OF SANTA FE 1142 SILER RD, , SANTA FE, NM 87507-3127
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:	
Name of Agency: ARTHUR J GALLAGHER & CO.	Phone Number of Agency: (949)349-9800
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:	
Name of Agency: ARTHUR J GALLAGHER & CO.	Phone Number of Agency: (949)349-9800
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE	CITY OF SANTA FE 1142 SILER RD SANTA FE, NM 87507-3127	
By:	_____	
	ALAN WEBBER, MAYOR	
Date:		

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:

Automatic Payment Enrollment



- I accept Autopay enrollment at this time.
- I decline Autopay enrollment at this time.

Bank Account Information

Name of Person or Entity on Bank Account: _____

Type of Account: Checking Savings

Routing Number # (9 digit): _____

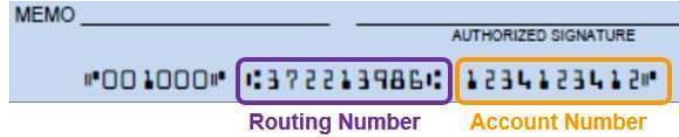
Bank Account Number: _____

Examples: (a voided check is not required)

Personal Check



Business Check



John Deere Financial Account number / App ID#	Accountholder Name	Accountholder Phone Number	Month to begin automatic payments:
14204328	CITY OF SANTA FE,		

John Deere Financial Automatic Payment Authorization Form

My signature authorizes Deere Credit Services, Inc. and its affiliates, (“the Company”), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial account is closed due to an Add-Onn transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operation Rules and Guidelines applicable to electronic debit entries to my back account.

I understand any payment due prior to the month I requested above for each individual account must be make in order to be eligible for automatic payment for that account.

Bank Account Owner Signature Date

Bank Account Owner Phone Number



Contract Award Letter

July 26, 2022

Collin James
4 Rivers Equipment LLC
2301 Candelaria RD NE
Albuquerque, NM 87107

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2022-10 for CES Contract # 2022-10-C102-ALL - Heavy Equipment, Parts, Accessories, Leasing and Related Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2022-10 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for five (5) years from the effective contract award date July 26, 2022 through July 25, 2027, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

A handwritten signature in blue ink that reads "David Chavez".

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

**ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

CES RFP NUMBER: 2022-10

RFP DESCRIPTION: Heavy Equipment, Parts, Accessories, Leasing and Related Services

CES CONTRACT NUMBER: 2022-10-C102-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services (“CES”), 4216 Balloon Park Rd. NE, Albuquerque, New Mexico 87109 effective this July 26, 2022, to 4 Rivers Equipment LLC, with its principal office located at 2301 Candelaria RD NE, Albuquerque, NM 87107 pursuant to the above referenced CES conducted Request for Proposal (“RFP”), or Request for Bids (“RFB”) procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services (“Products, Services and/or Construction Services”) pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

CONTRACT TERMS

1. The contract term shall be for five (5) years from the effective contract award date July 26, 2022 through July 25, 2027. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

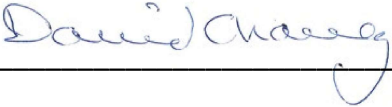
Agreed effective the above date:

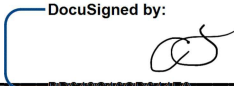
Cooperative Educational Services

4 Rivers Equipment LLC

David Chavez
Printed Name

collin James
Printed Name

By: 

By: 
BD642C16CD644E0...

Title: Executive Director

Title: Branch Manager

**ATTACHMENT A
TO CONTRACT 2022-10-C102-
ALL ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

**GENERAL SCOPE OF WORK AND SPECIFICATIONS
CES RFP 2022-10 Heavy Equipment, Parts, Accessories, Leasing and Related Services**

PART I INTRODUCTION

A. GENERAL

The purpose of this Request for Proposal is to solicit sealed proposals to establish, through competitive public solicitation and negotiation, a multi-year cooperative contract, or contracts, between Cooperative Educational Services (CES) and the successful Offeror(s).

Cooperative Educational Services is seeking proposals from Offerors who have the capability and capacity to provide Heavy Equipment, Parts, Accessories, Leasing and Related Services to CES Members and Participating Entities.

B. NOTICE

If practicable, CES intends to make multiple awards for sufficient coverage statewide. Price agreements` term, resulting from this RFP, are pursuant to New Mexico Procurement Code, NMSA, 1978, 13-1-150.

PART II SCOPE OF WORK AND SPECIFICATIONS

A. Categorical Scope of Work

Cooperative Educational Services (CES), on behalf of its current and future Members and Participating Entities which consist of over 440 educational and governmental entities in New Mexico, is requesting proposals from qualified and experienced firms to provide a diverse and extensive offering of heavy equipment and services from national and international manufacturers for purchase, lease and/or rental with locations throughout New Mexico. Heavy equipment will include, but not limited to the following equipment categories: Earth Moving, Landfill, Construction Vehicles, Pavement, Sweepers, Trailers, Material handling, Portable and Stationary Power Generation options, Governmental Leasing, Repair and Maintenance Services, Trade-In or Buyback Options, Rentals, etc. All heavy equipment offered must meet or exceed federal and state regulations which govern the equipment.

DEFINITIONS

None

B. SPECIFICATIONS

CES understands every Offeror is unique and has its own capabilities when approaching a project. The scope of work listed above, and the specifications listed below, are to provide Offerors with guidance and insight as to what is being sought in this solicitation.

- A. Unless otherwise noted, the categorical specifications include those generally understood and accepted within industry that apply to heavy equipment, parts, accessories, supplies and services as those equal to, or superior than, those supplied by companies such as, but not limited to Volvo, Case, John Deere, Caterpillar, Bomag, Bobcat, Doosan, Ditch Witch, Hitachi, New Holland, Terex, Komatsu, JCB, Wirtgen, Voge, Hamm, Kleeman, New Holland, Liebherr etc.
- B. All new equipment and products offered shall be:
 - 1. New, current, or ongoing production.
 - 2. Formally announced for general marketing purposes.
 - 3. Capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
 - 4. To be in compliance with current emission standards applicable at the time of manufacture.
 - 5. When new models are developed during the contract period, they can be added to the contract upon written approval of CES.
- C. The Offeror may include value-add services in their response and these services may be provided by the authorized manufacturer or dealer. Categories include but are not limited to:
 - 1. Repair Services: The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, custom fabrication, etc.
 - 2. Maintenance Services:
 - a. The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers.
 - b. Maintenance services may include scheduled services based upon the manufacturer's recommended guidelines, to include but not limited to, daily scheduled services, daily fuel dispensing, major/ minor machine cleaning, etc.
 - c. The Offeror is to provide to CES Member or Participating Entity the option of a loaner or rental equipment if the machine is down for more than 24 hours.
 - 3. Warranties: The ability to provide a full range of extended warranties.
 - 4. Financing Options: The ability to provide governmental lease financing options which comply with the laws of the State of New Mexico. All governmental lease agreements will have the following:
 - a. Non-Appropriation clause if funding for the lease payments cannot be approved by the governmental agency.
 - b. The governmental lease needs to have a buyout option at fair market value. The buyout option at the end of the lease cannot be \$1.00 it must be at fair market value.
 - c. The leasing company will be responsible for all New Mexico Property and Gross Receipts Taxes.
 - d. The leasing company will provide at no cost pickup of equipment at the end of the lease period.
 - 5. Trade-In or Buyback Options:
 - a. The ability to trade-in used equipment or to obtain a guaranteed buy back price at the time of purchase.
 - b. If trading in a piece of Heavy Equipment or other tangible personal property is part of a purchase, it must comply with NMSA 1978 Chapter 13 Article 6.
 - 6. State political subdivisions are exempt from Federal Excise Tax.

7. Rental: The ability to rent equipment through the manufacturer or dealer at a daily, weekly, or monthly rate.
- D. All applicable new equipment will meet current Federal Emissions Standards and include the appropriate diesel particulate filter exhaust after the treatment system. Used equipment, at a minimum, will need to meet the Federal Emissions Standards at time of manufacturer. If the federal emission standards change during the term of the contract, then the Offeror must provide equipment that meets the latest federal emission standards.
- E. The Offeror shall provide support documentation including, but not limited to, company policies on replacements and returns, restocking charges, after hours service, after sales support, technical feedback, quality assurance for orders, and drop shipments.
- F. A complete and comprehensive line of equipment is requested, however, CES reserves the right to award contracts for specific types of equipment if this is determined to be in the best interest of its Members and Participating Entities.
- G. Heavy equipment can be offered that is powered by, but not limited to gasoline, liquid propane, diesel, compressed natural gas, electric, or batteries. New engine technology may be added to the contract when it becomes available.
- H. Following are examples of the types of equipment and services requested, however, this is not meant to be all inclusive. An Offeror may include all products, a portion of the products, or additional products that meet the requirements of this solicitation in their response. Examples include the following:
 1. Construction equipment including but not limited to:
 - a. Articulated trucks; off-highway trucks; bulldozers; track and wheel dozers; track and wheel excavators; backhoe; skid steer; track wheel and multi-terrain loaders; graders; scrapers; soil compactors; trenchers; water trucks; and water wagons.
 - b. Part and accessories.
 2. Landfill equipment including but not limited to:
 - a. Waste handlers; landfill compactors; landfill scrapers; walking floor and transfer trailers; track and wheel loaders; track and wheel tractors; articulated trucks or off-highway trucks; hydraulic excavators; bulldozers; etc.
 - b. Part and accessories
 3. Material handling equipment including but not limited to:
 - a. Track and wheel cranes; Aerial work platform; Boom Lift; Telehandler; Forklift, Single Manlift; Scissor Lift; etc.
 - b. Part and accessories
 4. Trailers including but not limited to:
 - a. Drop neck, flatbed, tilt, and utility types.
 - b. Part and accessories
 5. Pavement repair and maintenance equipment including but not limited to:
 - a. Asphalt cold planer; asphalt rotary mixer, bituminous distribution truck; chip spreader; crack sealer; track and wheel pavers; vibratory, pneumatic, drum, wheel rollers; and patcher truck; etc.
 - b. Part and accessories
 6. Sweeping equipment including but not limited to:
 - a. Scrubber, street, and walkway sweepers; etc.
 - b. Part and accessories
 7. Miscellaneous equipment including but not limited to:

- a. Bucket trucks; cement mixers; boom mower tractor; etc.
 - b. Part and accessories.
8. Portable and Fixed Power Options including but not limited to:
 - a. Portable and Stationary Generators; power systems; switchgears and uninterruptible power supplies (UPS); etc.
 - b. Part and accessories.
9. Work tools to include with not limited to:
 - a. Augers; blades; brooms; brushcutters; excavation and loading buckets; excavator shear; compactors; forks; grapples; racks; rippers; saws; snow removal equipment and accessories; grinders; trenchers; and winches; power take off; etc.
 - b. Part and accessories.
10. Miscellaneous Products to include but not limited to:
 - a. Air compressors; heaters washers; towable light towers and related lighting; aerial equipment; demolition equipment; trenching equipment.
 - b. Part and accessories.
11. OEM and Aftermarket products.
- I. Rental equipment:
 1. All rental equipment must be in serviceable condition and ready for immediate operation.
 2. The Offeror is responsible, prior to pick-up or delivery, to make sure there are no missing or broken parts or accessories, and that equipment and attachments are working appropriately.
 3. All equipment will have current safety inspection and provided to CES Member upon request.
 4. The Offeror can provide daily, weekly, and monthly rental rates. Whenever one rate equals or exceeds the next category, the rate shall change to the greater category. For example: A daily rate may equal a weekly rate after 4 days, etc. The lowest rate then becomes effective for the remaining rental period.
 5. Rental rates must include all incidentals and associated costs.
 6. The Offeror shall ensure that all equipment rented that requires fuel is at the "full" level when equipment is picked up or delivered. If equipment is returned with a lower amount of fuel than the initially rented, then contractor shall 1) choose to not charge the CES Eligible Agency for fuel replacement or 2) fill equipment with fuel at a cost of no more than \$.50 over the average price per gallon for the fuel used to operate the equipment.
 7. All charges to bring the equipment to or removed from the site can be billed separately but this option will need to be identified in the rental contract.
 8. Any mechanical breakdown or failure occurring between delivery and pick-up shall be repaired promptly by the Offeror.
 9. The Offeror can offer optional damage waiver coverage for equipment rental.
 10. The Offeror shall supply all consumables, except fuel, to utilize the equipment being rented at no additional charge to the Agency. Equipment must be issued with new or nearly new consumables. The Agency may not be charged for consumables, regardless of condition at return. The Contractor is responsible for all damaged, defective, or malfunctioning equipment, except to the extent caused by the CES Member or Participating Entity.
 11. Rental Payments Options
 - A. Provide the option for P-card payment by renting agency.
 - B. Provide for monthly billing.

- C. Invoices shall contain, at a minimum information:
 - 1) CES Contract and Member purchase order number
 - 2) Equipment Identification Number
 - 3) Delivery Date and Time
 - 4) Return Date and Time
 - 5) Renter's Name
 - 6) Rental Cost
- 12. Rental Reporting Requirements:
 - A. Contractor shall furnish to CES and or its Members or Participating Entities as requested a quarterly report of goods and services provided. Reports shall provide, at a minimum, the following:
 - 1) Equipment description
 - 2) Quantity Rented
 - 3) Number of Days Rented
 - 4) Unit Price
 - 5) Total Dollar Amount
 - 6) Method of Payment
- 13. Rental equipment:
 - a. The ability to rent equipment through the manufacturer or dealer at a daily, weekly, or monthly rate.
 - b. All rental equipment must be in serviceable condition and ready for immediate operation.
 - c. The Offeror is responsible, prior to pick-up or delivery, to make sure there are no missing or broken parts or accessories, and that equipment and attachments are working appropriately.
 - d. All equipment shall be late model equipment with current safety inspection available upon request.
 - e. The Offeror shall provide daily, weekly, and monthly rates for rental equipment requested by the CES Eligible Agency. Whenever one rate equals or exceeds the next category, the rate shall change to the greater category. For example: A daily rate may equal a weekly rate after 4 days, etc. The lowest rate then becomes effective for the remaining rental period.
- 14. Rental rates must include all incidentals and associated costs.
 - a. The Offeror shall ensure that all equipment rented:
 - i. Shall state the amount of fuel the equipment needs to be returned with.
 - ii. State the cost of the fuel in the rental contract if not returned with the correct amount of fuel.
 - iii. All charges to bring the equipment to the site(s) or remove from the site(s) it must be state in the rental contract.
 - iv. Any mechanical breakdown or failure occurring between delivery and pick-up shall be repaired promptly by the Offeror.
 - b. The Offeror can offer optional damage waiver coverage for equipment rental.
 - c. The Contractor is responsible for all damaged, defective, or malfunctioning equipment, except to the extent caused by the CES Member or Participating Entity.
- 15. Payments
 - a. Provide the option for credit card payment by renter.
 - b. Provide for direct and monthly billing to CES
 - c. Invoices shall contain, at a minimum information:

- d. Contract and/or purchase order number
- e. Equipment Identification
- f. Delivery Date and Time
- g. Return Date and Time
- h. Renter's Name
- i. Rental Cost

16. Rental Reporting Requirements:

- a. Contractor shall furnish to CES and or its Members or Participating Entities as requested a quarterly report of goods and services provided. Reports shall provide, at a minimum, the following:
 - i. Equipment description
 - ii. Quantity Rented
 - iii. Number of Days Rented
 - iv. Unit Price
 - v. Total Dollar Amount

J. Service

- 1. The Offeror may include value-add services and these services can be provided by either the authorized manufacturer or dealer. Categories include, but not limited to:
 - a. Repair Services: The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, custom fabrication, etc.
 - b. Maintenance Services:
 - i. The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers.
 - ii. Maintenance services may include scheduled services based upon the manufactures recommended guidelines
 - c. All equipment delivered shall be subject to a complete inspection by the CES Member's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship, and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the CES Member.
 - d. If the equipment requires repairs prior to acceptance, the Contractor will be responsible to transport of equipment to and from his place of business for repairs until such time as the equipment is placed in service, at no additional cost, to the CES Member.
 - e. The Offeror is to provide to CES Member or Participating Entity the option of a loaner or rental equipment if the machine is down for more than 24 hours.
 - f. The Offeror will provide and maintain a factory authorized parts and service facility(s).

K. Optional Equipment and Features:

- 1. The Offeror is to provide a list of optional equipment and features that can be used by the CES Member to customize the equipment.
- 2. The Offeror will need to provide detail on the process used by CES Members or Participating Entities to identify the optional equipment and features and how to implement into the design of the equipment.

L. Replacement Parts

1. OEM or aftermarket parts approved by the OEM.
 2. If aftermarket parts used for warranty repair, they must not void the manufactures warranty.
- M. Warranties:
1. At the minimum, warranties shall be the manufacturer's standard new equipment warranty. All warranties shall begin when the equipment is placed in service. It shall be the responsibility of the CES Member or Participating Entity to notify the contractor when the equipment is put into service.
 2. The terms, conditions, stipulation, exceptions, limitations, and warrantee periods will be clearly identified.
 3. The Offeror must provide all warrantee work, ongoing maintenance, have an inventory of parts and have access to specialized or custom parts within 72 hours.
 4. Warranty Information: All equipment will have a published listing of contractor warranty repair locations, including address, telephone number, and contact name.
- N. Extended Warranty Options
1. Offerors are encouraged to offer extended warranties for all major mechanical, electrical, and electronic components to cover the member after the standard warranty has expired.
 2. The terms, conditions, stipulation, exceptions, limitations, and warrantee periods will be clearly identified.
- O. Training
1. Training for maintenance staff on the proper service and repair of the equipment and options.
 2. Training for drivers on the proper and safe operation of the equipment and options.
- P. Publications and Printed Materials:
1. All equipment and options will have a complete set of operating and warranty instructions.
 2. Operation Manual: A complete operations manual with and troubleshooting guide with comprehensive instructions and detailed manufacturer's parts list that covers all the features of the equipment shall be provided at time of delivery.
- Q. Vehicle Recall Notices: In the event of any recall notice, technical service bulletin, or other important notification affecting an equipment purchased from this contract, a notice shall be sent to the purchasing agency's representative.
- R. Used Equipment Purchase Option:
1. Used equipment will need an independent "certificate of working condition" from a qualified mechanic who shall have made a detailed inspection of each major working or major functional part and certified the working condition of each.
 2. All equipment delivered shall be subject to a complete inspection by the CES Member's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship, and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the CES Member.
 3. The Offeror to provide a minimum of a 90-day warranty after the equipment has been put into service.
 4. If the equipment requires repairs prior to acceptance, the Contractor will be responsible to transport of equipment to and from his place of business for repairs until such time as the equipment is placed in service, at no additional cost, to the CES Member.

**ATTACHMENT B
TO CONTRACT 2022-10-C102-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

PRICING

A. CES Members and Participating Entities will pay Contractor for Heavy Equipment, Parts, Accessories, Leasing and Related Services rendered at the rates set forth as part of Attachment B and all other pricing documentation approved by CES.

B. **New Technology and Products:** New products or related services announced by the manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other products. Contractors may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any new product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

Heavy Equipment, Parts, Accessories, Leasing and Heavy Equipment, Parts, Accessories, Leasing and Related Services - Lot 1 - Heavy Equipment, Parts, Accessories, Leasing and Related Services
Number: 2022-10

4 Rivers Equipment LLC

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Offeror's Support for CES Pricing	Offerors Support for CES Pricing, Percent of difference between CES price and individual entity price.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Alternative Costing O/P	Alternative Methods of Costing - percent of overhead/markup and profit added to invoice cost of your supplier	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Articulated Trucks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	26 %	26 %	26 %	26 %	26 %	26 %	26 %	26 %	26 %
Construction Equipment - Off-Highway Trucks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Track Dozers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	21 %	21 %	21 %	21 %	21 %	21 %	21 %	21 %	21 %
Construction Equipment - Wheel Dozers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Track Excavators	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	29 %	29 %	29 %	29 %	29 %	29 %	29 %	29 %	29 %
Construction Equipment - Wheel Excavators	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	38 %	38 %	38 %	38 %	38 %	38 %	38 %	38 %	38 %
Construction Equipment - Backhoe	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	39 %	39 %	39 %	39 %	39 %	39 %	39 %	39 %	39 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
				20 %	20 %	20 %	20 %	20 %	20 %	20 %	
Construction Equipment - Mini Excavator	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Construction Equipment - Skid Steer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	23 %	23 %	23 %	23 %	23 %	23 %	23 %	23 %	23 %
Construction Equipment - Track Loader	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	23 %	23 %	23 %	23 %	23 %	23 %	23 %	23 %	23 %
Construction Equipment - Wheel Loaders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %
Construction Equipment - Multi-Terrain Loaders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Motor Graders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	42 %	42 %	42 %	42 %	42 %	42 %	42 %	42 %	42 %
Construction Equipment - Scrapers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Soil Compactors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Tractors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Trenchers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Wheel Loaders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Construction Equipment - Pneumatic Compactors & Rollers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Pothole Patchers Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Road Broom Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Road Reclaiming Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Asphalt Compactors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Asphalt Cutters	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Asphalt Pavers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Water Trucks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Water Wagons	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Articulated Trucks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	26 %	26 %	26 %	26 %	26 %	26 %	26 %	26 %	26 %
Construction Equipment - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Construction Equipment - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Recycling	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Waste Handlers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	29 %	29 %	29 %	29 %	29 %	29 %	29 %	29 %	29 %
Landfill Equipment - Landfill Compactors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Landfill Scrapers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Walking And Transfer Trailers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Track Loaders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Wheel Tractors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Track Cranes	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Material Handling Equipment - Wheel Cranes	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Aerial Work Platform	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Boomtruck	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Telescopic Handlers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Equipment Trailers - Drop Neck Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Equipment Trailers - Flatbed Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Equipment Trailers - Tilt Types Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Equipment Trailers - Utility Types Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Equipment Trailers - Walking Floor Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Equipment Trailers - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Equipment Trailers - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Pavement Equipment - Asphalt Cold Planer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Pavement Equipment - Asphalt Rotary Mixer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Bituminous Distribution Truck	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Chip Spreader	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Crack Sealer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Track And Wheel Pavers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Vibratory Rollers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Pneumatic Rollers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Drum Rollers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region													
				1	2	3	4	5	6	7	8						
Pavement Equipment - Wheel Rollers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Patcher Truck.	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Sweeping Equipment- Scrubber	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Sweeping Equipment- Street Sweepers.	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %
Sweeping Equipment- Walkway Sweepers.	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Sweeping Equipment- Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Sweeping Equipment- Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment- Bucket Trucks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment- Cement Mixers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Misc. Equipment- Boom Mower Tractor	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Grinders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Misc. Equipment - Trenchers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Misc. Equipment - Winches	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Misc. Equipment - Power Take Off	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Air Compressors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Heaters Washers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Light Towers And Related Lighting	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Aerial Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Demolition Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Trenching Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Misc. Equipment - Light Towers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment- Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment- Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Snow Removal	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Misc. Equipment- Snow Removal Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment- Snow Removal Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Work Tools - Augers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Blades	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Brooms	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Work Tools - Brushcutters	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Loading Buckets	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Excavation Buckets	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Work Tools - Excavator Shear	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Work Tools - Compactors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Forks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Grapples	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Racks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Work Tools - Rippers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Saws	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Work Tools - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Portable Power Generation Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Stationary Power Generation Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Power Generation - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Power Generation - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Optional OEM and Aftermarket Products and Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Hourly Rates for Installation of Accessories and Equipment	Cost Per Hour	cost	\$	\$	\$	\$	\$	\$	\$	\$	\$
Hourly Rates for Installation of Accessories and Equipment After Hours, Weekends, and Holidays	Cost Per Hour	cost	\$	\$	\$	\$	\$	\$	\$	\$	\$
Maintenance Services Regular Business Hours	Cost Per Hour	cost	\$	\$	\$	\$	\$	\$	\$	\$	\$
Maintenance Services After Hours, Weekends, and Holidays	Cost Per Hour	cost	\$	\$	\$	\$	\$	\$	\$	\$	\$
Repair Services Regular Business Hours	Cost Per Hour	cost	\$	\$	\$	\$	\$	\$	\$	\$	\$
Repair Services After Hours, Weekends, and Holidays	Cost Per Hour	cost	\$	\$	\$	\$	\$	\$	\$	\$	\$
Maintenance Service Plans	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	%	%	%	%	%	%	%

Product Name	Product Description	Unit of Measure	All Regions	Region									
				1	2	3	4	5	6	7	8		
Extended Warranty	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	%	%	%	%	%	%	%	%	%
Equipment Delivery Cost over 100 miles	Cost per mile over 100 miles	cost	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment - Daily Rental	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	%	%	%	%	%	%	%	%	%
Equipment - Weekly Rental	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	%	%	%	%	%	%	%	%	%
Equipment - Monthly Rental	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	%	%	%	%	%	%	%	%	%
Equipment - Yearly Rental	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	0 %	%	%	%	%	%	%	%	%	%
On-site training	Cost Per Hour	cost	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Off-site training	Cost Per Hour	cost	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Web Bases Training	Cost Per Hour	cost	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Signature Instructions
John Deere Master Lease

You may include a separate signature page, with internal approval signatures completed electronically via Adobe Sign prior to executing signature.

The Mayor will need to provide a physical (wet) signature on the lease documents.

The original (Wet) Signed and dated lease documents should be mailed to:

John Deere Financial
6400 NW 86th Street, PO Box 6600
Johnston, IA 50131

If you have any questions, please let me know.

Thank you,

Marcia Carr
Credit Processing Specialist
Lease Administration
John Deere Financial
6400 NW 86th Street, PO Box 6600
Johnston, IA 50131-6600
Phone: 800.828.8297 Ext. 73464
Fax: 800.254.0020










GB Packet_John Deere Loader Lease ELK2 RW corrected

Final Audit Report

2025-06-10

Created:	2025-06-10
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJkviYdeV0MLLcfHa4ZG1MMfmsvwFUfk3

"GB Packet_John Deere Loader Lease ELK2 RW corrected" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-06-10 - 7:53:23 PM GMT- IP address: 63.232.20.2
-  Document emailed to Jennifer Morrow (jlmorrow@santafenm.gov) for signature
2025-06-10 - 7:57:20 PM GMT
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-  Signer rawheeler@santafenm.gov entered name at signing as RW
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-  Document e-signed by RW (rawheeler@santafenm.gov)
Signature Date: 2025-06-10 - 8:22:52 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-06-10 - 8:22:52 PM GMT