




**Date:** December 17, 2025

**To:** Governing Body

**From:** Caryn Grosse, PMP, Public Works Project Manager III 

**Via:** Sam Burnett, Interim Public Works Department Director   
Tim Farrel, Interim Facilities Division Director  JOHN BURNETT (Dec 22, 2025 08:28:04 MST)

**Subject:** On-Call City-Wide Elevator Services

**Vendor Name:** US Electrical Corp.

**Vendor Number:** 10782

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**ACTION:**

Request for Approval of a General Services Contract with US Electrical Corp. in the Total Amount of \$540,938 Including NMGRT for City-Wide Elevator Services with a Two-Year Term. (Caryn Grosse, PMP, Public Works Project Manager III, [clgrosse@santafenm.gov](mailto:clgrosse@santafenm.gov))

**CONTRACT NUMBER:**

The Munis Contract Number is 3260244.

**BACKGROUND AND SUMMARY:**

The Public Works Department Facilities Division uses on-call services to augment the skills, licensure, and capacity of staff to address facility issues and emergencies in a timely, safe, and compliant manner. The Facilities Division typically maintains on-call contracts for general contracting, mechanical, electrical, plumbing, roofing, remediation, and landscaping services.

This contract will provide for on-call elevator services including but not limited to monthly inspections and maintenance, modernization, maintenance, and repairs of 15 elevators at various City facilities as needed.

On-call contracts are not a guarantee of payment. These contracts are only used, and purchase orders issued, as needs arise and funding is available. The \$540,937.50 (including 8.1875% NMGRT) maximum for this contract is based on the historical and anticipated needs across the City over the next two years.

**ATTACHMENTS:**

General Services Contract  
Proposal  
Statewide Price Agreement  
Certificate of Insurance  
Horizons Service List  
CPO Determination

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

Funding will be provided on a project-by-project basis.

Fund Name/Number: various

Munis Org Name/Number: various

Munis Object Name/Number: various

Budget Officer/Designee: Andy Hopkins Date: 01/05/2026

Budget Officer Comment/Exceptions: \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method is NMSA 1978, Section 13-1-129, Statewide Price Agreement No. 40-00000-24-00074, which expires on June 19, 2026.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano Date: 01/05/2026

CPO Comment/Exceptions: \_\_\_\_\_

**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**

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

**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: \_\_\_\_\_

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

**ON-CALL PRICE AGREEMENT**

**City-Wide Miscellaneous Elevator Services**

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City,” and **US Electrical Corp.** herein after referred to as the “Contractor.”

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. Definitions**

- A. “Products and Services Schedule” refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Project Manager. New products and services shall not be added to the Products and Services Schedule.
- B. “Business Hours” means 8:00 a.m. to 5:00 p.m. Mountain Time.
- C. “Fiscal Year” means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.
- D. “Fiscal Year Quarters” means the four three-month periods within the City’s fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

**2. Scope of Work**

The Contractor shall perform the following work which shall include but is not limited to:

The Contractor shall provide Miscellaneous On-Call Elevator services including but not limited to modernizing, maintaining, installing, assembling, or replacing, elevator equipment specific to the elevator system. Once a need is identified, the City’s Facilities Director, Project Manager, or Project Administrator (“Project Manager”) will issue a written Task Order to the Contractor detailing the services required. Any Task Order not issued by a Project Manager from the City’s Facilities Division is only valid if the Facilities Director’s written approval is attached to the Task Order. Contractor shall be responsible to inquire which City division a Project Manager is from if the Project Manager is unknown to Contractor.

Upon receiving the City’s request for services, the Contractor shall promptly provide the Project Manager with an estimate based upon the rates in their contract, cost summary, and project schedule required to complete the assignment or task. Project schedules, negotiated prices, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed unless otherwise arranged. The Contractor shall agree to provide required labor within 24 hours for emergency situations whenever possible. The Contractor shall not be authorized to commence any work unless and until Contractor receives a Notice to Proceed from the Project Manager. The parties agree that the City is not responsible to pay for any parts purchased or work done without a Notice to Proceed.

Contractor shall be responsible for any applicable Local, County, State, and Federal requirements and permits.

This may include, but is not limited to, the Contractor/Consultant certification by the National Association of Elevator Contractors (NAEC) as a Certified Elevator Technician (CET), a Certified Accessibility and Private Residence Lift Technician (CAT), or a Qualified Elevator Inspector (QEI). The responsibility shall include, but is not limited to, adherence to the International Building Code (IBC), National Electrical Code (NEC) Article 620, ASME A17-Elevator Safety Standards (current adopted year), NFPA 101-Life Safety Code (NFP1), and Local Building Regulations including but not limited to the New Mexico Commercial Building Code (current adopted year), New Mexico Residential Building Code (current adopted year), Santa Fe Green Building Code, New Mexico Existing Building Code (current adopted year) for all projects.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications, and approved directives.

**3. Compensation**

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in State of New Mexico Master Agreement SPA 40-00000-24-00074.

For the services described in the scope of work, the City agrees to pay the Contractor:	\$ 500,000.00
The services in the contract include NMGRT (at 8.1875%) equaling:	+ \$ 40,937.50
The total compensation for the contract, including NMGRT, is:	= \$ 540,937.50

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

#### **4. Term**

**A. THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY.** This Contract shall terminate two (2) years from the date of final signature unless terminated pursuant to Paragraph 6 (Termination) or Paragraph 16 (Appropriations).

**B.** Term of Statewide Price Agreement No. 40-00000-24-00074 states: The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of two (2) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This agreement shall not exceed three (3) years.

#### **5. Default and Force Majeure**

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

#### **6. Termination**

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

- B. Notice: City Opportunity to Cure.
- i. The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
  - ii. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
  - iii. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

## **7. Amendment**

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

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

## **8. Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-

employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

**9. Assignment**

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

**10. Subcontracting**

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

**11. Non-Collusion**

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

**12. Inspection of Plant**

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

**13. Commercial Warranty**

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

**14. Condition of Proposed Items**

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

**15. Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City

shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

**16. Appropriations**

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

**17. Release**

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

**18. Confidentiality**

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

**19. Conflict of Interest**

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

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

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

Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

**20. Approval of Contractor Representatives**

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

**21. Scope of Contract; Merger**

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

This Contract is issued against the state or agency Master Agreement, established, and maintained by the New Mexico General Services Department, Statewide Price Agreement 40-00000-24-00074 for Electrical Services On-Call, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

**22. Notice**

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

**23. Equal Opportunity Compliance**

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

**24. Indemnification**

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

injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

**25. New Mexico Tort Claims Act**

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

**26. Applicable Law**

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

**27. Limitation of Liability**

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

**28. Incorporation by Reference and Precedence**

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

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

**29. Workers’ Compensation**

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

**30. Inspection**

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

**31. Inspection of Services**

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

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

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

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

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

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

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

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

### **32. Insurance**

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

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

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

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

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

### **33. Impracticality of Performance**

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

### **34. Invalid Term or Condition**

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

**35. Enforcement of Contract**

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

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

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

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

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

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

**37. Survival**

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

**38. Disclosure Regarding Responsibility**

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

ineligible for award of contract by any federal entity, state agency or local public body.

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

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

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

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

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

### **39. Suspension, Delay or Interruption of Work**

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

**40. Notification**

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

<p><b>To the City:</b> Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909</p> <p>Caryn Grosse Facilities Project Manager III City of Santa Fe Public Works Facilities Management Division 2651 Siringo Road, Building E PO Box 909 Santa Fe, NM 87504-0909 <a href="mailto:clgrosse@santafenm.gov">clgrosse@santafenm.gov</a> 505-795-2471</p>	<p><b>To the Contractor:</b> Elijah Murphy, Director US Electrical Corp 301 California St SE Albuquerque, NM 87108 <a href="mailto:elijahm@uselectricalcorp.com">elijahm@uselectricalcorp.com</a> (505) 401-6004</p>
---	--

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

**41. Succession**

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

City of Santa Fe:

\_\_\_\_\_

\_\_\_\_\_, MAYOR

DATE: \_\_\_\_\_

Contractor:  
US Electrical Corp.

*Elijah Murphy*

\_\_\_\_\_  
ELIJAH MURPHY, DIRECTOR

DATE: Dec 12, 2025

NMBTIN: 02-199167-00-7

ATTEST:

\_\_\_\_\_

\_\_\_\_\_, CITY CLERK

Approved to form and legal sufficiency by:

*Kevin L. Nault*

Kevin L. Nault (Dec 12, 2025 08:54:19 MST)

\_\_\_\_\_  
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*BRIAN MOYA*

\_\_\_\_\_

BRIAN MOYA \_\_\_\_\_, FINANCE DIRECTOR

Interim City Manager










# GS Contract\_CityWide OnCall Elevator Agreement - US Electrical Corp

Final Audit Report

2025-12-12

Created:	2025-12-11
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsWkLkFU1YyRD2IPIT4LR2mbZ1BMXJsM

## "GS Contract\_CityWide OnCall Elevator Agreement - US Electrical Corp" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)  
2025-12-11 - 8:59:33 PM GMT- IP address: 63.232.20.2
-  Document emailed to Elijah Murphy (elijahm@uselectricalcorp.com) for signature  
2025-12-11 - 9:00:30 PM GMT
-  Email viewed by Elijah Murphy (elijahm@uselectricalcorp.com)  
2025-12-11 - 9:37:31 PM GMT- IP address: 96.88.2.73
-  Document e-signed by Elijah Murphy (elijahm@uselectricalcorp.com)  
Signature Date: 2025-12-12 - 2:18:45 PM GMT - Time Source: server- IP address: 96.88.2.73
-  Document emailed to Kevin Nault (klnault@santafenm.gov) for signature  
2025-12-12 - 2:18:47 PM GMT
-  Email viewed by Kevin Nault (klnault@santafenm.gov)  
2025-12-12 - 3:52:17 PM GMT- IP address: 172.59.2.22
-  Signer Kevin Nault (klnault@santafenm.gov) entered name at signing as Kevin L. Nault  
2025-12-12 - 3:54:17 PM GMT- IP address: 172.59.2.22
-  Document e-signed by Kevin L. Nault (klnault@santafenm.gov)  
Signature Date: 2025-12-12 - 3:54:19 PM GMT - Time Source: server- IP address: 172.59.2.22
-  Agreement completed.  
2025-12-12 - 3:54:19 PM GMT

11/21/25

Reference: RFQ – On-Call Elevator Services

By: US Electrical Corp  
301 California St SE  
Albuquerque, NM 87108

The scope and pricing below reflect on call services provided in RFQ On-Call Elevator Services dated 10/10/25 for the City of Santa Fe and is attached as addendum A to this response. All work in this scope will take place during regular working hours. Any service requests outside of working hours will be subject to the overtime billing rates listed below.

**Base model pricing (Does not include applicable GRT)**

- Hydraulic Elevators: \$200.00/mo/unit
- Traction Elevators: \$370.00/mo/unit
- Traction Elevators >5 stops: \$650.00/mo/unit
- Cellular signals for ADA phones in lieu of customer provided land line: \$50.00/mo/unit
- Billable rates for out-of-scope services
  - Regular time: \$225.00/hr
  - Overtime: \$382.00/hr
- If annual inspections from 3<sup>rd</sup> party inspector are desired, USE can outsource that work to a third party inspector. 3<sup>rd</sup> party inspection rates:
  - Hydraulic Elevators: \$230.00/mo/unit
  - Traction Elevators: \$370.00/mo/unit
  - Traction Elevators >5 stops: \$650.00/mo/unit
  - Trip Charge of \$150.00

Each pricing model above may be subject up to a 3.5% annual escalation rate.

**Scope of work and terms and conditions of base contract:**

US Electrical Corp agrees to maintain Purchaser's elevator equipment described below under this agreement. We will strive to provide a comprehensive maintenance program designed to protect Purchaser's investment and maximize the safety, performance, and life span of the elevator equipment to be maintained.

US Electrical Corp will service each elevator listed in this agreement monthly. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 7:00 AM to 4:30 PM (except scheduled holidays, including IUEC holidays). All work performed before or after normal business working days and hours shall be



considered "Overtime". Response times will meet or exceed the times listed in section 4 and 5 of the scope of services section of the RFQ.

US Electrical Corp will perform the following services:

Examine and service Purchaser's elevator equipment as outlined per applicable code adopted by the authority having jurisdiction. Throughout the year, our examination, cleaning, and lubrication will cover the following components of Purchaser's elevator system:

- Controller
- Machine (if applicable) and associated components including ropes, sheave(s), bearings, and gears.
- Power Unit assembly including pump, motor, and valve
- Safety mechanisms
- Lubricate rails
- Car door and hoistway door devices for operation
- Seals and check valves (if applicable)
- Adjust and replace parts as needed to ensure safe and proper operation
- ADA phone monitoring
  - US Electrical Corp will monitor the ADA phones and reprogram them at the request of the Purchaser. If the ADA phone fails a proposal will be provided to the Purchaser for the ADA phone to be replaced.
  - If the ADA phone number changes, Purchaser will notify US Electrical Corp of the change within 24 hours. US Electrical Corp will reprogram the phone within 24 hours.

This contract is cancellable with cause for performance-related issues. If the Purchaser wishes to cancel the contract for performance-related issues, US Electrical Corp will have 30 days to address the listed item(s) for curing. The Purchaser must provide, in writing, a list of the items that are not meeting expectations and what expectations are needed. If the items cannot be cured, the contract will be canceled 30 days after the deadline to cure the item(s).

### **Safety Testing**

US Electrical Corp is committed to testing Purchaser's equipment in accordance with the required periodic testing requirements outlined in the American National Safety Code for Elevators and Escalators, ASME A 17.1, as well as any different requirements adopted by the state, city or local governing authority in which the equipment is located. Unless otherwise noted, Purchaser agrees to cover any costs of the inspector and/or inspection fees. Special considerations regarding periodic safety testing are detailed below.

- Equipment-specific wiring diagrams, per the serial number of the controller, must be provided by the Purchaser and are specific to the equipment on site.
- Annual Testing is covered by this contract.
- US Electrical Corp will coordinate testing on behalf of purchaser, between inspector and mechanic.



- If any corrections are noted, US Electrical Corp will correct items within 30 days (or sooner if required by the inspector) unless those items are not covered by this maintenance agreement. Those items will be proposed to Purchaser and a signed proposal will be needed before US Electrical Corp can proceed with the required work.

### **Service Requests**

Service requests during normal working days and hours are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement. This request can come from Purchaser or Purchaser's representative, the building or building's representative, emergency personnel, or passengers through the elevator's communication device. It includes minor adjustments and responses to emergency entrapments that can be completed within two hours (excluding travel time) but does not include regularly scheduled maintenance visits. US Electrical Corp commits to responding to Purchaser's service requests during normal business working days and hours, and Purchaser is responsible for the costs of any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job for non-equipment related failures, which will be invoiced at US Electrical Corp's standard billing rates. Equipment-related failures are covered by the maintenance contract and are not billable to Purchaser unless those failures have an obsolete part. If a part is obsolete, US Electrical Corp will provide a quote to the Purchaser, along with an explanation of the obsolescence, before proceeding with the work.

### **Overtime Service Requests**

US Electrical Corp will respond to overtime service requests, and Purchaser is accountable for the overtime portion of labor costs including travel time, and time spent on the job, invoiced at US Electrical Corp's overtime standard billing rates if the request is the result of a non-equipment failure or requests for overtime testing. Overtime service requests refer to those performed before or after normal business working days and hours as outlined in this agreement. For this contract, the overtime time billable rate is \$382.00/hour. The regular time billable rate is \$225.00/hour.

### **Maintenance Control Program**

US Electrical Corp conducts service in line with ASME A17.1 – 2016. Section 8.6 of the code requires the Purchaser to have a Maintenance Control Program (MCP), and US Electrical Corp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes US Electrical Corp's documentation of Maintenance Tasks & Records, which is used to document all maintenance, repairs, replacements, and tests performed on the equipment and is provided with each unit as mandated by code.

### **Agreement Conditions**

As a condition precedent to US Electrical Corp's placement of calls to the Purchaser's Authorized Contacts, the Purchaser must first complete Sections 1 and 2 below. It is the Purchaser's responsibility to inform US Electrical Corp in writing immediately of any changes to the information included in those sections during the term of this Agreement. In scenarios where US Electrical Corp is unable to reach the Purchaser's Authorized Contacts as outlined in





Section 2, the Purchaser gives US Electrical Corp permission to dispatch a technician to the location at the Purchaser's expense per applicable billing rates.

Contact 1:	Phone:
Contact 2:	Phone:

**Equipment Maintenance**

The Purchaser agrees to report any condition that may require the need for correction before the next regular examination. Immediate verbal and written notice is required after any occurrence or accident in or about the elevator. Additionally, the Purchaser must provide a safe place for our personnel to work and a suitable machine room with proper ventilation and appropriate air temperature control. Temperatures in the machine room must be kept between 50-90 degrees Fahrenheit.

In the event of water or other liquids present in the elevator hoistway, excluding any liquids related to the operation of the elevator system, the Purchaser will arrange for their removal and appropriate handling. US Electrical Corp reserves the right to discontinue work in the building when our personnel do not have a safe place to work. If an operational problem jeopardizing public safety is detected during equipment inspection, US Electrical Corp may shut down the equipment, informing the Purchaser in writing of the action taken and the reason for it.

**Alterations and Maintenance**

Purchaser agrees not to authorize any alterations, additions, adjustments, or repairs to the equipment during the term of this agreement unless notification has been given ahead of time to US Electrical Corp. Should Purchaser have concerns about the maintenance or repair methods for the covered equipment, Purchaser agrees to notify US Electrical in writing and provide us with thirty (30) days to respond or take appropriate action to address the concern.

**Indemnification**



In consideration of the services provided by US Electrical Corp, Purchaser agrees to indemnify and hold harmless US Electrical Corp, its employees, officers, agents, affiliates, and subsidiaries from any claims, suits, or proceedings for loss, property damage, personal injury, or death alleged to have been caused by the Purchaser or its affiliates, except for negligence by US Electrical Corp and its employees.

### Insurance

US Electrical will name the Purchaser and its affiliates as additional insured with waiver of subrogation with respect to any claims arising out of contractors work on premises as defined in this agreement.

### Items Not Covered

Construction, or ancillary elevator system components, and/or cosmetic items including finishes, cab enclosures (including walls, panels, ceilings, and lights), sills, flooring, main electrical panel components, below-ground pipes, jack cylinders, pistons, repairs, guide rail alignments, any heat, smoke, or fire sensor, any communication devices and/or signal lines powering these devices, any security systems that were installed by a third party, batteries, HVAC equipment or other components not related to the elevator but are in the elevator machine room or elevator hoistway, are not covered under this agreement.

### Other Conditions

As Purchaser's equipment ages, the technology, availability, and designs of equipment will evolve. If any part or component of Purchaser's equipment covered by this agreement cannot be safely repaired and is no longer stocked or available from the original equipment manufacturer or an aftermarket source, that part or component will be deemed obsolete. Purchaser will be responsible for all charges associated with replacing the obsolete part or component, as well as all charges required to ensure that the rest of the equipment is functionally compatible with the replacement. A proposal for the work to be completed will be provided to the Purchaser. The proposal must be signed before work commences.

Additionally, any request to service, renew, replace, or repair the equipment due to abuse, misuse, vandalism, negligence, loss of power, power fluctuations, power failure, power surges, fire, smoke, explosions, water damage, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond US Electrical Corp' control that affects the use or operation of the equipment will be considered non-equipment related failures and a proposal for the work to be completed will be provided to the Purchaser. The proposal must be signed before work commences.

Purchasers expressly agrees to release and discharge us and our employees from any and all claims and/or losses associated with or caused by the events listed in the prior paragraph, including personal injury, death, and property damage. US Electrical Corp shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned, and Purchaser expressly agrees to release and discharge US Electrical Corp from any and all claims for consequential, special, or indirect damages arising from the





performance of this agreement. In no event shall US Electrical Corp's liability for damages arising from the aforementioned exceed the remaining unpaid installments of the current, unexpired term of this agreement.

**Price Adjustments**

Price adjustments will be communicated to purchaser before taking place. As our costs for providing the services outlined in this agreement may increase, we retain the right to adjust the price accordingly. If there is an adjustment, Purchaser's monthly price will be determined by the percentage change in the average rate paid to elevator examiners, encompassing hourly rates, fringe benefits, and union welfare. Any adjustments will be communicated to the Purchaser in writing. Notwithstanding the foregoing provision, price increases shall not occur more often than once per year and shall be subject to Purchaser accepting the increase. In the event of a price increase Purchaser does not accept, Purchaser shall have the option to terminate this agreement upon the effective date of the price increase, and written notice of Purchaser's intent to terminate shall be given not more than thirty (30) days after receiving notice of the price increase.

Once this agreement has been accepted and approved by an authorized manager of US Electrical Corp, it will exclusively and entirely constitute the agreement for the specified services. No changes or additions to this contract will be acknowledged unless made in writing and executed by both parties. In the event of a conflict, this agreement will take precedence if Purchaser's acceptance is in the form of a purchase order or similar document. This proposal is hereby fully accepted and will constitute the entire agreement between you and US Electrical Corp. The proposal is submitted for acceptance within 60 days from the Date Submitted by the US Electrical Corp representative indicated below. No agent or employee has the authority to waive or modify any terms of this agreement without the prior written approval of an authorized US Electrical Corp representative.

US Electrical Corp	Purchaser
By: _____ (signature of Authorized Individual)	By: _____ (Signature of authorized individual)
_____ (Print name)	_____ (Print name)



CHARGED WITH SOMETHING GREATER



(Title)

(Title)

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

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



**U.S. ELECTRIC**

NM License #57043

301 California St SE, Albuquerque, NM

(505) 260-1000



## Task Orders

Task Orders will be considered on a per project basis and are considered items outside of service work scope. Task orders may include new installation, modernization, or larger repairs.

Base model pricing for modernizations

Hydraulic Elevators	Base Scope	Base Price*
2-3 Landings	Replace door equipment, fixtures, and controller. Interface with electrical and fire alarm system	\$70,000.000
3-4 Landings	Same as above	Add \$7,000 per landing
Other	Some applications will require power unit to be changed.	Add \$15,000.00 to project
Other items	Items customer requests such as security features, cosmetic upgrades, jack replacement, door replacements, or other customer requests	Quoted on a per project basis
Base price may increase year over year consistent with labor rate increases and CPI increases.		

New Construction: Will be quoted on a per project basis depending on scope from architect.

Larger Repairs: Larger repairs would be considered upgrades but not modernization. Upgrades could be considered a cab Interior upgrade, a door operator upgrade, or work to replace misuse/abuse or failure due to acts of God such as water damage. Larger repairs will be quoted on a per project/Instant basis.





**State of New Mexico  
General Services Department  
Purchasing Division**

**Statewide Price Agreement Amendment**

**Awarded Vendor:**  
**18 Vendors**

Number: **40-00000-24-00074**

Amendment No.: **One**

Term: **June 20, 2024 – June 19, 2026**

**Ship To:**  
**All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.**

Procurement Specialist: **James Ortega**

*JO*

Telephone No.: **(505) 795-2516**

**Invoice:**  
**As requested at time of service**

Email: **james.ortega@gsd.nm.gov**

Title: **ELECTRICAL SERVICES ON-CALL**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 19, 2025 to June 19, 2026 at the same price, terms and conditions.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

*Dorothy Mendonca*

Date: *6/24/2025*

Dorothy Mendonca  
New Mexico State Purchasing Agent

*JD*

## Certificate Of Completion

Envelope Id: 7C9092A3-AA71-45A6-8468-5527054D7D94

Status: Completed

Subject: Please DocuSign: 40-00000-24-00074 Electrical Services On-Call A001

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

James Ortega

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

james.ortega@gsd.nm.gov

IP Address: 164.64.62.10

## Record Tracking

Status: Original

Holder: James Ortega

Location: DocuSign

6/23/2025 12:14:57 PM

james.ortega@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

## Signer Events

### Signature

### Timestamp

Johnny DeSha

johnny.desha@gsd.nm.gov

Procurement Specialist Manager

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 164.64.62.10

Sent: 6/23/2025 12:16:38 PM

Viewed: 6/23/2025 1:10:11 PM

Signed: 6/23/2025 1:10:37 PM

### Electronic Record and Signature Disclosure:

Accepted: 3/25/2025 7:13:20 AM

ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f

James Ortega

james.ortega@gsd.nm.gov

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 164.64.62.10

Sent: 6/23/2025 1:10:39 PM

Viewed: 6/23/2025 1:11:08 PM

Signed: 6/23/2025 1:11:21 PM

### Electronic Record and Signature Disclosure:

Accepted: 10/24/2022 4:00:52 PM

ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 164.64.62.10

Sent: 6/23/2025 1:11:22 PM

Viewed: 6/24/2025 10:35:04 AM

Signed: 6/24/2025 10:35:12 AM

### Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	6/23/2025 12:16:38 PM
Certified Delivered	Security Checked	6/24/2025 10:35:04 AM
Signing Complete	Security Checked	6/24/2025 10:35:12 AM
Completed	Security Checked	6/24/2025 10:35:12 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

## **B. Obtaining paper copies**

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

## **C. Withdrawing your consent**

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

## **D. Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

## **E. All notices and disclosures will be sent to you electronically**

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

## **F. How to contact GSD:**

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us)

## **G. To advise SPD of your new email address**

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of such request you must include your previous and new email addresses.

## **H. To request paper copies from SPD**

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

## **I. To withdraw your consent with SPD**

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your request state your email address, full name, mailing address, and telephone number.

## **J. Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

## **K. Acknowledging your access and consent to receive and sign documents electronically**

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



# State of New Mexico General Services Department

## Statewide Price Agreement

**Awarded Vendor:**  
**19 Vendors – See pages 6-9**

Price Agreement Number: **40-00000-24-00074**

Payment Terms: **Net 30**

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

Delivery: **As Requested**

**Ship To:**  
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

Procurement Specialist: **James Ortega**

*JO*

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

**Invoice:**  
**As Requested at Time of Order**

Title: **Electrical Services On-Call**

Term: **June 20, 2024 – June 19, 2025**

**This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.**

**Accepted for the State of New Mexico**

*Dorothy Mendonca*

Date: 6/20/2024

Dorothy Mendonca  
New Mexico State Purchasing Agent

*JC*

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-2

**Terms and Conditions**

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-3

the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

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

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

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

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

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

### New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-4

Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

## Statewide Price Agreement

### Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

### Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

### Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

### Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

### Article V – Termination

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

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-5

due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

**Article VII – Indemnity Clause**

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VIII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-6

**Awarded Vendors:****(AA) 0000165669**

A and S Enterprises Inc.  
106 Roehl Rd NW  
Albuquerque, NM 87107  
Bryan Abeyta, 505-916-7470  
Bryan@asenm.com

**Payment Term:** Net 30  
**Delivery:** 106 Roehl Rd NW  
Albuquerque, NM 87107  
**Public Works:** 1758420150713  
**License:** #380956, EE98

**(AB) 0000097177**

APIC Solutions, Inc.  
5550 Midway Park Place NE  
Albuquerque, NM 87109  
Steve Foster, 505-345-1381  
service@apicnm.com

**Payment Term:** Net 30  
**Delivery:** Destination, unless otherwise indicated by  
NM State Purchasing Agent  
**Public Works:** 2431920120420  
**License:** #373987, EE98, GB98, GS24

**(AC) 0000133362**

Alpha & Omega Electric, LLC  
1301 Alcazar St. NE  
Albuquerque, NM 87110  
Elizabeth Kinkade, 505-554-3313  
elizabeth@electrical.team

**Payment Term:** Net 30  
**Delivery:** As Requested  
**Public Works:** 24753773182017  
**License:** #387077, EE98

**(AD) 0000046277**

B&D Industries, Inc.  
9720 Bell Avenue SE  
Albuquerque, NM 87123  
Jamie Westerfield, 505-299-4464  
newwojobs@banddindustries.com

**Payment Term:** Net 30  
**Delivery:** F.O.B. Destination  
**Public Works:** 0191702011629  
**License:** #1426, EE98, EL01, GA98, GB98, EL01, GF09,  
MM98

**(AE) 0000049380**

Bixby Electric Inc.  
521 Wheeler SE  
Albuquerque, NM 87102  
Bob 505-350-1098  
Bob@Bixbyelectric.com

**Payment Term:** Net 30  
**Delivery:** As Needed  
**Public Works:** 190612011621  
**License:** #28568, EE98, EL01, GA03, GA98, GB98, GF98,

**(AF) 0000145462**

Cypress Communication Systems, LLC  
2469 Corrales Rd Ste B3  
Corrales, NM 87048  
Joshua Fenlason, 505-796-5664  
info@cypressnm.com

**Payment Term:** Net 30  
**Delivery:** As Requested  
**Public Works:** 2427820120330  
**License:** #359124, EE98, ES03

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-7

**(AG) 0000049571**

Enterprise Electrical Services, Inc.  
PO Box 53248  
Albuquerque, NM 87153  
505-480-4293, Chris Gutierrez  
cgutierrez@entelcomm.com

**Payment Term:** Net 30  
**Delivery:** F.O.B. Destination  
**Public Works:** 187062011526  
**License:** #29455, EE98, EL01, GB98

**(AH) 0000086357**

Four Winds Mechanical HTC/AC  
8915 ADAMS ST NE  
ALBUQUERQUE, NM 87113  
Hauling "Lynn" Armijo, 505-908-0090  
lynn@4windsmechanical.com

**Payment Term:** Net 30  
**Delivery:** 24 HOURS  
**Public Works:** 02885820130507  
**License:** #82333, GB89, EE98, MM98

**(AI) 0000049954**

Great Western Electrical Inc.  
3310 Girard Blvd NE  
Albuquerque, NM 87107  
Scott Burson, 505-881-6525  
sburson@nmgwe.com

**Payment Term:** Net 30  
**Delivery:** 3310 Girard Blvd NE  
Albuquerque, NM 87107  
**Public Works:** 0214120070215  
**License:** #93237, EE98, EL01

**(AJ) 0000052470**

HEI, Inc.  
P.O. Box 31310  
Albuquerque, NM 87190  
Will Humbard, 505-880-1819  
whumbard@heinm.com

**Payment Term:** Net 30  
**Delivery:** F.O.B Destination  
**Public Works:** 002495720120723  
**License:** #61439, EE98, EL01, GB98, MM02, MM03

**(AK) 0000046144**

J and G Electric Co.  
512 S. Main St.  
Roswell, NM 88203  
Brad Fuchs, 575-622-0146  
brad@jandgelectricco.com

**Payment Term:** Net 30  
**Delivery:** As Requested  
**Public Works:** 0951920090512  
**License:** #7408, EE98, GB98

**(AL) 0000046795**

Lynco Electric Co Inc  
1520 West Amador Ave.  
Las Cruces, New Mexico, 88005  
Nathan Wilcox (575) 523-9066  
lyncoelec Nathan@comcast.net

**Payment Term:** Net 30  
**Delivery:** F.O.B. Destination  
**Public Works:** 0101432009071  
**License:** #10715, EE98, EL01, GB98

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Statewide Price Agreement #: 40-00000-24-00074

Page-8

**(AM) 0000047584**

McDade-Woodcock, Inc.  
 2404 Claremont Ave. NE  
 Albuquerque, NM 87107  
 Randall Dupuy, 505-884-0155  
 randydw@mwieic.com

**Payment Term:** Net 30  
**Delivery:** As Requested  
**Public Works:** 0188122011604  
**License:** #17754, EE98, EL01, GA01

**(AN) 0000114869**

Pluma, LLC  
 6301 4th St. NW, Suite 1  
 Albuquerque, NM 87017  
 Timothy Everett, (505) 345-0755  
 tim@plucys.com

**Payment Term:** Net 30  
**Delivery:** 6301 4th St. NW, Suite 1  
 Albuquerque, NM 87017  
**Public Works:** 1755520150602  
**License:** #387286, EE98, GB98

**(AO) 0000142264**

Red Seven Electric LLC  
 1322 Frontage Rd  
 Belen, NM 87002  
 Manuel Medina, 505-859-5414  
 mmedina@redsevenelectric.com

**Payment Term:** Net 30  
**Delivery:** As Requested  
**Public Works:** 282111398962018  
**License:** #391745, EE98

**(AP) Not in SHARE**

Spier Electric LLC  
 9528 Big Rock Dr  
 Albuquerque NM 87114  
 John Spier, 505-420-7729  
 John@spierelectric.com

**Payment Term:** Net 30  
**Delivery:** Spier Electric LLC 9528 Big Rock Dr  
 Albuquerque NM 87114  
**Public Works:** 029340758382023  
**License:** #414474, EE98

**(AQ) 0000173937**

SRC Electrical LLC  
 20 Alamotero Lane  
 Alamogordo NM 88310  
 Luis Morales, 575-921-4478  
 luismorales954@gmail.com

**Payment Term:** Net 30  
**Delivery:** 20 Alamotero Lane,  
 Alamogordo NM 88310  
**Public Works:** 28811931752024  
**License:** #387778, EE98

**(AR) 0000050920**

TLC Company, LLC  
 5000 Edith Blvd. NE  
 Albuquerque, NM 87107  
 Nick Rodriguez, 505-761-9696  
 nrodriguez@tlcplumbing.com

**Payment Term:** Net 30  
**Delivery:** As requested.  
**Public Works:** 28806888172024  
**License:** #414079, EE98, GA98, GB98, GF98, MM98

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-9

**(AS) 0000147945**  
US Electrical Corp  
301 California Street SE  
Albuquerque, NM 87108  
Brock Darnell, 505-260-1000  
brockd@uselectricalcorp.com

**Payment Term:** Net 30  
**Delivery:** 301 California Street SE  
Albuquerque, NM 87108  
**Public Works:** 01954020110720  
**License:** #57043, EE98, EL01, GB98

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-10

**Specifications:**

The State of New Mexico, General Services Department (GSD) wishes to establish a Statewide Price Agreement for Electrical Services On-Call and work related to these systems. Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions, and Local Bodies allowed may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

Procurement will be based on bidders supplying pricing through an established cost schedule. The Price Agreement will reflect the awarded contractor's willingness to respond to contract vendor requests when such requests are originated by authorized procuring agencies.

**Legislation Affecting Price Agreement:**

If future legislation affects any terms or conditions of the Price Agreement the Price Agreement may be amended to comply with the legislation.

**Term:**

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of two (2) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This agreement shall not exceed three (3) years.

**Compensation Cap:**

Per NMSA 1978 Section 13-1-154.1, the cap of four million dollars (\$4,000,000) is effective for every Project. The cap of twelve million five hundred thousand dollars (\$12,500,000) is effective for each Contractor's contract Price Agreement.

**Federal Funds:**

Projects or Services rendered using this Price Agreement *may* involve Federal Funds, therefore; New Mexico Resident Preference, Resident Veterans Preference and Resident Native Preferences shall not apply to the evaluation or award of this Price Agreement.

**Multiple Awards:**

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

**Escalation / Reduction Clause:**

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, in the event of a Department of Workforce Solutions wage rate decision increase or a Union required increase, an escalation request will be reviewed by NM State Purchasing Division on an individual basis. SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. The Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement.

***Requested price increases that exceed 10% will not be accepted.*** No price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-11

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.
6. Department of Workforce Solutions Wage Rate documentation of old and new rate schedules.

**Insurance:**

The contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, workman's compensation insurance. The contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If the contractor fails to comply with the workers' compensation act and applicable rules, when required to do so, this contract will be cancelled immediately.

Contractor shall indemnify and hold harmless the state, its officers and employees against liability claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property caused by or resulting from the contractors, and/or its employees, own negligent act(s) or omissions while the contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the

Terms and Conditions of this agreement. This "save harmless and indemnification" clause is subject to the immunities, provisions, and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp), section 57-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damages to property(ies) and/or any other claim(s) whatsoever, pursuant to the provisions of this agreement.

The contractor shall provide public liability insurance for the minimum amount of \$300,000 for damage to or destruction of property arising out of each occurrence; the amount of \$300,000 to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico tort claims act; and the amount of \$1,000,000 for all claims arising out of each occurrence.

**Builder's Risk Insurance:**

Before commencing the Work for a project under this Price Agreement, the Contractor shall secure and maintain a Builder's Risk Policy upon the entire project for the full cost of replacement at the time of loss. This insurance shall also name the Owner, Contractor, and Subcontractors of all tiers, as named insureds. The Owner and Contractor shall be named as loss payee(s).

This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss to property except those specifically excluded by the policy. The policy, at a minimum unless otherwise agreed to in writing, shall insure against the perils of: fire, lightning, explosion, windstorm, hail, smoke, water from any source, aircraft (except aircraft, including helicopters, operated by or on behalf of the Contractor), vehicles, riot and civil commotion, terrorism, theft, vandalism, malicious mischief, earthquake, collapse, defective design, defective workmanship, defective materials, and earth movement including mudslide.

This insurance shall also include, at a minimum, additional coverages for:

- a. damage to land excavation, footings, and/or temporary structures.
- b. property in transit or in temporary storage.
- c. engineering, testing, applicable design, and related soft costs.

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-12

- d. loss of use, delays in occupancy resulting from a covered cause of loss.
- e. fencing and signage.
- f. demolition and debris removal including pollutants.
- g. Fire department service charges and refill of fire protection devices.

The Contractor shall be solely responsible for any deductible amounts or coinsurance penalties.

This policy shall provide for a waiver of subrogation in favor of the Owner, Contractor, and Subcontractors of all tiers. This insurance shall remain in effect until the project is accepted by the Owner or occupied in whole or in part. Partial occupancy or use of the work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Should any partial occupancy or use of the work occur prior to the foregoing consent being obtained, such partial occupancy or use does not create an automatic right of cancellation of the coverage required in this subsection.

The Builder's Risk Policy shall be provided by an insurance company with an A.M. Best rating of A VI, or better, acceptable to the Owner, and authorized to conduct business in the State of New Mexico.

Before commencing a project, the contractor shall provide a copy of the Builder's Risk Policy or coverage binder with endorsements obtained in compliance with this subsection.

If the Contractor does not maintain Builder's Risk insurance as required by this Price Agreement, including all the endorsements, coverages, and deductibles described herein, the Contractor shall give written notice to the Owner before commencing the Work or immediately upon notice by the insurance company. The Owner may elect to provide insurance options to the Contractor or secure insurance to protect its interests, including the coverage of deductibles in consultation with the Contractor.

The cost difference, if any, of the force-placed insurance shall be the sole responsibility of the Contractor and will not be considered a change order to the Price Agreement. In any event, no work shall commence pursuant to the Price Agreement until a Builder's Risk Policy is in place to the satisfaction and protection of the Owner.

The coverages afforded to the Owner by the State of New Mexico General Services Department/Risk Management Division (GSD/RMD) under their Certificate of Coverage including property in course of construction shall be excess over the Builder's Risk policy secured by the Contractor. The State's Certificate of Coverage will not indemnify any private sector contractor, entity, business, person, or organization.

**Wage rates:**

All work covered by this invitation to bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions if applicable.

A wage rate decision is **required** by the public works minimum wage act for construction, demolition or renovation purposes on projects costing \$60,000 or more and funded in part by state or local funding. When a specific project is anticipated that will exceed \$60,000, the agency will make a written request to the New Mexico Department of Workforce Solutions for a Wage Rate Determination decision at least three (3) weeks before they solicit quotes from the contractor. The contractor must agree to comply with that current wage decision for the project. The subcontractors, if applicable, will also be subject to the Wage Decision.

For the purposes of bidding the 'wage decision project' wage rate items, use the current effective DWS Wage Rates as the guideline since increases in wage rates will be handled under the escalation clause.

**Performance, Payment, and Material Bonding:**

A 100% performance bond and a 100% payment and material bond executed by a surety company authorized to do business in the State of New Mexico will be required of the successful bidder(s) prior to each project of \$60,000.00 or more. Said bonds must be provided to the requesting agency and are to be filed with the agency's purchasing office BEFORE any work begins. Failure to comply shall result in order being issued to another vendor and difference being

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-13

charged back to the awarded contractor(s). Bond cost shall be billed as an actual cost with no markup. A copy of the bond is required to be sent to the Agency BEFORE any work begins.

**Tax Note:**

Bid shall not include New Mexico Gross Receipts Tax or local option tax(es). Such tax or taxes shall be added by the Contractor to its invoice at the current tax rate at each project's location, as a separate item to be paid.

**Travel:**

Contractors will be allowed to quote anticipated travel mileage based on one way trip from vendor's place of business to jobsite in excess of fifty (50) miles. The rate used for travel costs will be the current rate allowed by the Federal Government.

**Mileage Reimbursement:**

Any request for mileage reimbursement under this agreement shall be approved by the Procuring Agency prior to incurring mileage expense, and in accordance with Procuring Agency funding requirements, regulations, policies, and procedures. Mileage will be added and itemized separately at time of invoicing, unless otherwise required by the Procuring Agency.

**Mileage:**

"Mileage Rate" means vendors will be reimbursed based only on the mileage from the dispatch to the customer site for repair orders for each mile traveled by vehicle in excess of 50 miles as referenced in IRS standard mileage rates using link <https://www.irs.gov/tax-professionals/standard-mileage-rates/> at the travel rate for that period/year travel was performed.

This is pursuant to the Vendor providing the procuring entity approved work orders containing the following information:

- a. Actual mileage reading that is certified as true and correct by the traveler based on the destination mileage chart of the official state map published by the Rand McNally Mileage Calculator. Reference Rand McNally mileage calculator using link: [Rand McNally Maps & Driving Directions](#)
- b. If the actual mileage reading is not available on the Rand McNally mileage calculator, the procuring entity may use [Google Maps - Driving Directions](#) to calculate for reimbursement for mileage in excess of 50 miles from the dispatch to the customer site.

**General:**

All work shall be performed in accordance with the New Mexico building codes and electrical industry standards.

The awarded contractor shall be responsible for all permits associated with this work as required by the State of New Mexico, Construction Industries Division. The Construction Industries Division will issue permits for work performed at state owned buildings. Permit costs shall be billed as an actual cost with no markup.

The contractor will be contacted on an as needed basis to perform work associated with this contract. The user agency may solicit quotes from more than one vendor listed in this price agreement. The contractor may lower his rates on any of the bid items to submit a more competitive quote. The user agency may issue a purchase order to the contractor with the lowest quote that meets all the requirements of the scope of work. The user agency reserves the right to accept offers from contractors that desire to submit quotes which better meet the hours and identified costs to obtain a fair and reasonable price based on the level of effort and mix of labor proposed to perform the specific project.

Failure to respond to the state's requests without reasonable cause shall be grounds for termination of this contract.

The contractor and the subcontractors' employees agree to cooperate with and to abide by the rules and requirements of the requesting state agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the user agency's employees or general public conducting business with the state.

The using agency reserves the right to purchase materials directly from existing statewide price agreement sources, and to provide these materials to the contractor.

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-14

**Debarred or Suspended Contractors:**

A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17, NMSA 1978, shall not be permitted to do business with the State and shall not be considered for award of contract during the period for which it is debarred or suspended.

**Bribes, Gratuities and Kickbacks:**

It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of contract for this Bid and for any person to offer or pay anything of value to any such public employee (30-24-1 and 30-24-2, NMSA 1978).

Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-24-1 through 30-24-3, NMSA 1978, and 30-41-1 through 30-41-3, NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violations of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

**Assignment of Antitrust Claims:**

The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this Bid are hereby assigned to the State of New Mexico, but only to the extent that such overcharges are passed on to the State. The Contractor further agrees to require each of its Suppliers, Subcontractors, and Sub subcontractors to assign any and all such claims for overcharges to the State by executing an assignment on the form provided by the Owner for such purpose. The executed form (see Section 00600-7) shall be submitted prior to the commencement of the Work or the supplying of any materials by the Supplier, Subcontractor, or Sub subcontractor. The submission of this executed form may be waived by the Owner upon a showing of a good-faith effort by the Contractor to obtain agreement in writing from his Supplier, Subcontractor, or Sub subcontractor. Waiver by the Owner may not unreasonably be denied.

It is agreed that the Contractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State, including the right to any treble damages attributable thereto.

**Subcontractors:**

Subcontractors are allowed to work on this contract *only* with written prior approval by the agency contracting for the work. Subcontractors' activities must be defined, and the cost of their work broken out on a separate line(s) on the quote. *The subcontractor's quote must follow the price agreement item breakdown and have materials itemized.* If a subcontractor's quote is included in the accepted primary contractor's quote, then subcontractor approval is implied. If a contractor desires to change the subcontractor after contract award, written approval must be obtained from user agency.

The Primary contractor will be wholly responsible for the entire performance of the subcontractor and must adequately supervise the work of the subcontractor to ensure that the quality of their work meets the State's standards. Subcontractors are subject to the same applicable licensing and insurance coverage as the primary contractor. Subcontractors who have been suspended or debarred from doing state or federal work may not be used by the Primary Contractor.

***The awarded contractor is prohibited from adding markups for subcontracted work.***

**Payment Provisions:**

Within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the Department finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services,

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-15

construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within twenty-one (21) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the twenty-first (21<sup>st</sup>) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one- and one-half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency. Final payment shall be made within twenty-one (21) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

**Scope of Work:**

The contractor for this work shall provide all materials, labor, tools, and equipment, and pay for any permits and fees necessary to perform the work. All work shall be in strict compliance with the national and state electrical code.

The owner shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the electrical work required for the project.

This contractor shall be capable of providing all new or upgrades to the existing electrical service and systems, diagnostic services, perform trouble shooting services for the owner and to prepare proposals for all costs and services needed to perform the work required, in compliance with the national and state electrical codes.

The work shall include the repair, replacement, or extension of electrical systems within, attached to or servicing buildings or sites above ground or underground. The work shall include, but not be limited to: installation of new power and lighting circuits; new power services; new electrical devices, equipment and lighting fixtures; and any other related electrical work. Work shall also include the removal and disposal of existing power circuits, lighting fixtures and equipment, and the termination of associated circuits and services. Any related work required to accomplish the requested electrical work is included. Low voltage work could be included.

All work shall be performed in a neat and workmanlike manner, while maintaining the work area(s) in a clean condition. All work shall be completed in strict compliance with industry standards, by workers trained and certified to perform the work. All materials shall be new and of the highest quality available for the type of work being performed.

The contractor shall provide all protective coverings necessary to protect existing finishes and improvements which are in the area where the new work will occur.

The contractor shall restore any damage to existing finishes. Restoration work shall be inconspicuous with existing finishes.

The contractor shall provide all clean-up for its operations. All hazardous and non-hazardous construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The owner's trash container for the building shall not be used for disposal of construction debris.

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-16

**Labor:**

Personnel working on the project and providing these services shall be experienced in all areas related to this work and required by this contract. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Work is to be warrantied against defects in materials and workmanship for a period of one year from the date of completion and acceptance by the owner or using agency.

Hourly rates are requested for the three levels of personnel as follows.

- Journeyman: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed on this project.
- Apprentice: a person with substantial experience in this field of work, but not yet licensed as a journeyman.
- Laborer: a person with minimal experience, performing simple tasks such as clean-up and other minor forms of labor.
- Other Labor: Hourly rates for other direct personnel that may be anticipated during the course of this contract should be added under other labor categories listed in the bid documents.

**Materials, Subcontracts and Other Associated Costs:**

Materials, subcontracts, and other associated costs necessary to perform the work stipulated in the scope of work shall be itemized with pricing. After acceptance of the costs identified in this section by the Agency, those costs shall be treated as provided in the section on Firm Lump Sum Fixed Price. If there is to be a discount on the retail materials, the quote must show the discount.

All material specified in the quote regardless of whether incorporated in the work shall be deemed included as paid for by the Owner or Agency. As such, any unused materials shall be turned over to the owner or agency for whom the work was provided. The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

Awarded contractors are *prohibited* from adding markups for materials, subcontractors, equipment rental or any associated costs. Profit and overhead markups are not permitted.

**Equipment Rental:**

If special equipment is required to perform the work required, the Contractor may quote the cost of said equipment with no markup.

**Quote Request:**

When a service is needed, the using agency shall provide, at a minimum, a detailed scope of work and/or drawings defining the work required.

The contractor shall visit the site and compare the owner's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this price agreement.

The contractor will be required to provide a written quote at no cost to the State, to include the work to be performed as well as the number of days required for the completion of the project and submit it to the using agency or local public body.

**Change Orders:**

Change Orders are lump sum amounts which are added to the Purchase Order as a line item or put into a new Purchase Order. They are to be used for unforeseen conditions or Agency identified but un-estimated work. When they are quantified and identified, the resultant cost must be submitted to the Agency with subcontractor quotes. No extra work can be started until the Change Order is approved in writing and the Purchase Order is approved.

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-17

Written justification shall accompany the request. The justification shall include the reason, the scope, the history of the issue, the place of the work and any other relevant details.

**Work Commencement:**

Prior to commencement of any work performed the User Agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by vendor's quote. The contractor is required to submit a work schedule which will indicate the approximate completion date of the project. It should be updated with any changes as the work proceeds. The contractor shall begin the work based on the priority identified by the using agency. Any delay beyond the stated completion date shall be upon agreement by the owner and the contractor. If submittals or shop drawings are required, then they must be approved before the relevant work is started.

The Contractor shall supervise and direct the work. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the project. The contractor shall be responsible to the user agency for the acts and omissions of his employees and, if prior approved, Subcontractors and their agents and employees and other persons performing any of the work under a contract with the Contractor.

Where work is to be conducted in a state correctional or secured facility, security clearances and background checks that may be required by the facility for the contractor and its employees must be obtained prior to commencement of any work at that facility. The using agency reserves the right to deny any employee of the contractor access to the facility should the employee be in violation of any criteria required for the security clearance.

The user agency or local public body reserves the right to provide an escort and/or full-time supervision of the contractor and its employees during any or all phases of a project, should the user agency feel it is in its best interest to provide these extraordinary security services.

The user agency or local public body reserves the right to escort any or all employees of the contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or well-being of the facility. Inappropriate behavior by the contractor, its employees or subcontractors shall immediately cancel this contract. Any employee of the contractor found in violation of any law, while on the user agency's property, will be prosecuted.

The user agency or local public body may order the Contractor to stop the work or a portion of it if the contractor fails to correct defective work or persistently fails to carry out the work. The user agency would do so in writing with justifications with the knowledge that if the 'stop work' was not sufficiently justified, the contractor may be owed for demobilizing and remobilizing.

**Review of Project Documents:**

The contractor shall carefully study and compare the project documents and shall report at once to the user agency any error, inconsistency, or omission he may discover. If this occurs during the work, the contractor shall not continue the related work until the issue is resolved.

**Safety:**

The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. This includes precautions to prevent damage, injury or loss to: 1) all employees on the work and all other persons who may be affected thereby, 2) all the work and all materials and equipment to be incorporated therein, whether in storage on or off site, under the care, custody or control of the Contractor or any of his Subcontractors or sub-Subcontractors, 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The contractor shall erect and maintain, as required by existing conditions and progress of work all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

regulations, and notifying agencies and users of adjacent utilities. All OSHA regulations shall be followed as well as any other Codes which pertain to safety procedures.

**Payments:**

Contractors shall submit invoices or pay requests at regular intervals but not less than once a month. Pay requests will be based on Lump Sum Fixed Price and percent of project completion. If there are anticipated to be more than several pay applications for the project, then a schedule of values must be submitted and approved after the Notice to Proceed is issued.

**Close-out Documents:**

Substantial completion will occur when the contractor considers the work to be substantially complete and the agency concurs. Substantial completion means that the user agency can occupy or utilize the work/area. The contractor is responsible for creating a list of items still to be completed or corrected. The user agency must approve the list. When the work is finally complete and inspected and accepted by the user agency, the final pay application may be submitted along with any required close-out documents. Such documents might include the certificate of occupancy, the permit signed off by CID, Lien releases, Consent of Surety, as-built drawings, warranty certificates, maintenance & Operations manuals, and verification of user training.

**Warranties:**

The Contractor warrants to the user agency that all work and all materials and equipment furnished under this price agreement will be of good quality, free from defects and faults and in conformance with the Project documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the user agency, the contractor shall furnish satisfactory evidence as to the kind and quality of the materials and equipment. Unless otherwise specified, the contractor's workmanship, materials and equipment will be warranted for a period of one year beginning at the agreed upon date of substantial completion.

**Contractor Required Information:**

No person shall act as a contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the contractor has the appropriate valid contractor's license issued by the Construction Industries Division to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978. \*

New Mexico Public Works Registration No \*\*: \_\_\_\_\_

Contractor's New Mexico License No.\*: \_\_\_\_\_

Contractor Classification No.: \_\_\_\_\_

State Tax ID No.: \_\_\_\_\_

Federal Taxpayer ID No.: \_\_\_\_\_

**\*\*Pursuant to: 13-4-13.1 Public Works Contracts; Registration of Contractors and Subcontractors**

When submitting a quote for a specific project valued at more than sixty thousand dollars (\$60,000) for any portion of a public works project greater than sixty thousand dollars (\$60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The using agency may reject any quote that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors. In order to submit a bid for this invitation to bid the bidder must have an Active registration for the Public Works Act.

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Page-19

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed. Failure to respond to the Using Agency's requests may be grounds for termination of this Price Agreement. Awards for these services will be made on a statewide basis. If the awarded contractor does not wish to travel to other parts of the State, it is acceptable to decline work.

Regular Working Hours and After Hours Defined:

Regular Working Hours are defined as Monday through Friday 8 am through 5 pm local time.

After hours are defined as hours outside of Regular Working Hours.

**\*\*\*End of Specifications\*\*\***

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Statewide Price Agreement #: 40-00000-24-00074

## Items:

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
1	1	Hourly	Hourly Labor Rate, Certified, Licensed Journeyman, Regular Hours Worked, Non-Wage Decision Project.		
				\$70.00	AA
				\$110.00	AB
				\$86.00	AC
				\$88.00	AD
				\$171.00	AE
				\$75.00	AG
				\$90.00	AF
				\$125.00	AH
				\$95.00	AI
				\$85.00	AJ
				\$105.00	AK
				\$84.09	AL
				\$125.66	AM
				\$125.00	AN
				\$75.00	AO
				\$78.54	AP
				\$85.00	AQ
				\$97.00	AR
				\$83.50	AS
2	1	Hourly	Hourly Labor Rate, Certified, Licensed Journeyman, Regular Hours Worked, Wage Decision Project.		
				\$80.00	AA
				\$110.00	AB
				\$88.00	AC
				\$88.00	AD
				\$199.00	AE
				\$85.00	AG
				\$90.00	AF
				\$150.00	AH
				\$105.00	AI
				\$90.00	AJ
				\$105.00	AK
				\$92.93	AL
				\$125.66	AM
				\$125.00	AN
				\$85.00	AO
				\$94.62	AP
				\$95.00	AQ
				\$97.00	AR
				\$82.00	AS

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Statewide Price Agreement #: 40-00000-24-00074

Page-21

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
3	1	Hourly	<b>Hourly Labor Rate, Certified, Licensed Journeyman, After Hours Worked, Non-Wage Decision Project.</b>		
				\$105.00	AA
				\$115.00	AB
				\$129.00	AC
				\$120.00	AD
				\$276.00	AE
				\$95.00	AG
				\$124.00	AF
				\$225.00	AH
				\$135.00	AI
				\$85.00	AJ
				\$145.00	AK
				\$126.17	AL
				\$168.82	AM
				\$250.00	AN
				\$95.00	AO
				\$102.10	AP
				\$85.00	AQ
				\$146.00	AR
		Not including Holiday or Sundays	\$125.25	AS	
4	1	Hourly	<b>Hourly Labor Rate, Certified, Licensed Journeyman, After Hours Worked, Wage Decision Project.</b>		
				\$120.00	AA
				\$115.00	AB
				\$131.00	AC
				\$120.00	AD
				\$294.00	AE
				\$100.00	AG
				\$124.00	AF
				\$250.00	AH
				\$150.00	AI
				\$95.00	AJ
				\$145.00	AK
				\$139.40	AL
				\$168.82	AM
				\$250.00	AN
				\$110.00	AO
				\$118.18	AP
				\$95.00	AQ
				\$146.00	AR
		Not including Holiday or Sundays	\$123.00	AS	

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Statewide Price Agreement #: 40-00000-24-00074

Page-22

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
5	1	Hourly	<b>Hourly Labor Rate, Experienced Apprentice, Regular Hours Worked, Non-Wage Decision Project.</b>		
				\$60.00	AA
				\$40.00	AB
				\$69.50	AC
				\$61.00	AD
				\$129.00	AE
				\$48.00	AG
				\$70.00	AF
				\$100.00	AH
				\$70.00	AI
				\$70.00	AJ
				\$70.00	AK
				\$72.08	AL
				\$73.63	AM
				\$78.64	AN
				\$45.00	AO
				\$48.70	AP
				\$40.00	AQ
	\$88.00	AR			
	\$66.00	AS			
6	1	Hourly	<b>Hourly Labor Rate, Experienced Apprentice, Regular Hours Worked, Wage Decision Project.</b>		
				\$65.00	AA
				\$40.00	AB
				\$69.50	AC
				\$61.00	AD
				\$149.00	AE
				\$54.00	AG
				\$70.00	AF
				\$100.00	AH
				\$75.00	AI
				\$80.00	AJ
				\$70.00	AK
				\$79.65	AL
				\$73.63	AM
				\$86.30	AN
				\$55.00	AO
				\$64.78	AP
				\$50.00	AQ
	\$88.00	AR			
	\$65.00	AS			

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Statewide Price Agreement #: 40-00000-24-00074

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
7	1	Hourly	<b>Hourly Labor Rate, Experienced Apprentice, After Hours Worked, Non-Wage Decision Project.</b>		
				\$70.00	AA
				\$45.00	AB
				\$104.80	AC
				\$85.00	AD
				\$207.00	AE
				\$62.00	AG
				\$97.00	AF
				\$150.00	AH
				\$90.00	AI
				\$75.00	AJ
				\$100.00	AK
				\$73.17	AL
				\$102.36	AM
				\$157.28	AN
				\$65.00	AO
				\$64.71	AP
				\$40.00	AQ
				\$118.00	AR
					Not including Holiday or Sundays
8	1	Hourly	<b>Hourly Labor Rate, Experienced Apprentice, After Hours Worked, Wage Decision Project.</b>		
				\$70.00	AA
				\$45.00	AB
				\$104.80	AC
				\$85.00	AD
				\$221.00	AE
				\$72.00	AG
				\$97.00	AF
				\$150.00	AH
				\$95.00	AI
				\$85.00	AJ
				\$100.00	AK
				\$119.49	AL
				\$102.36	AM
				\$157.28	AN
				\$85.00	AO
				\$80.49	AP
				\$50.00	AQ
				\$118.00	AR
					Not including Holiday or Sundays

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Statewide Price Agreement #: 40-00000-24-00074

Page-24

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
9	1	Hourly	<b>Hourly Labor Rate, Laborer, Regular Hours Worked, Non-Wage Decision Project.</b>		
				\$40.00	AA
				\$25.00	AB
				\$61.70	AC
				\$53.00	AD
				\$103.00	AE
				\$38.00	AG
				\$20.00	AF
				\$75.00	AH
				\$48.00	AI
				\$70.00	AJ
				\$65.00	AK
				\$63.65	AL
				\$15.00	AM
				\$65.00	AN
				\$35.00	AO
				\$39.27	AP
				\$25.00	AQ
				\$88.00	AR
	\$45.00	AS			
10	1	Hourly	<b>Hourly Labor Rate, Laborer, Regular Hours Worked, Wage Decision Project.</b>		
				\$45.00	AA
				\$25.00	AB
				\$61.70	AC
				\$53.00	AD
				\$119.00	AE
				\$45.00	AG
				\$30.00	AF
				\$75.00	AH
				\$50.00	AI
				\$70.00	AJ
				\$65.00	AK
				\$70.32	AL
				\$32.00	AM
				\$70.00	AN
				\$45.00	AO
				\$54.12	AP
				\$30.00	AQ
				\$88.00	AR
	\$42.00	AS			

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Statewide Price Agreement #: 40-00000-24-00074

Page-25

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
11	1	Hourly	<b>Hourly Labor Rate, Laborer, After Hours Worked, Non-wage Decision Project.</b>		
				\$60.00	AA
				\$30.00	AB
				\$92.50	AC
				\$73.00	AD
				\$166.00	AE
				\$46.00	AG
				\$35.00	AF
				\$100.00	AH
				\$65.00	AI
				\$70.00	AJ
				\$95.00	AK
				\$64.57	AL
				\$22.50	AM
				\$130.00	AN
				\$55.00	AO
				\$47.13	AP
				\$25.00	AQ
				\$109.00	AR
		Not including Holiday or Sundays	\$67.50	AS	
12	1	Hourly	<b>Hourly Labor Rate, Laborer, After Hours Worked, Wage Decision Project.</b>		
				\$65.00	AA
				\$30.00	AB
				\$92.50	AC
				\$73.00	AD
				\$177.00	AE
				\$54.00	AG
				\$45.00	AF
				\$125.00	AH
				\$68.00	AI
				\$70.00	AJ
				\$95.00	AK
				\$70.32	AL
				\$42.22	AM
				\$140.00	AN
				\$75.00	AO
				\$61.97	AP
				\$30.00	AQ
				\$109.00	AR
		Not including Holiday or Sundays	\$63.00	AS	

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Statewide Price Agreement #: 40-00000-24-00074

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
13	1	Hourly	Hourly Labor Rate, Project Manager/ Supervisor.		
				\$85.00	AA
				\$25.00	AB
				\$95.00	AC
				\$85.00	AD
				\$191.00	AE
				\$95.00	AG
				\$100.00	AF
				\$250.00	AH
				\$115.00	AI
				\$95.00	AJ
				\$103.00	AK
				\$100.00	AL
				\$133.63	AM
				\$85.00	AN
				\$110.00	AO
				\$102.10	AP
				\$75.00	AQ
				\$103.00	AR
				\$95.00	AS
14	1	% Disc	Percentage Discount Off Retail - Catalog List Price For All Parts And Materials.	%	
				5%	AA
				5%	AB
				0%	AC
				0%	AD
				0%	AE
				10%	AG
			Our material pricing will always be discounted below retail. The discount will vary depending on the price given to us by our suppliers. You as our customer will always pay below retail/catalog price. Since the discount percentage will vary, we thought it was best not to lock in a certain discount percentage. This guarantees you will always get the best available discount given to us and not be limited to the percent discount listed in this spreadsheet.	0%	AF
				10%	AH
				10%	AI
				5%	AJ
				19%	AK
				0%	AL
				15%	AM
				0%	AN
				3%	AO
				0%	AP

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 40-00000-24-00074

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 14 Continued</i>		
				<b>10%</b>	<b>AQ</b>
				<b>0%</b>	<b>AR</b>
				<b>28%</b>	<b>AS</b>

**\*\*\* 14 Awarded Items Total \*\*\***

**Certificate Of Completion**


Envelope Id: ED97EEB020479EBF6A7058AE6341AF	Status: Completed
Subject: GSD/SPD Procurement#: 40-00000-24-00074 Electrical Services Award	
Source Envelope:	
Document Pages: 27	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	James Ortega
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	james.ortega@gsd.nm.gov
	IP Address: 164.64.63.2

**Record Tracking**

Status: Original	Holder: James Ortega	Location: DocuSign
6/20/2024 9:36:33 AM	james.ortega@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Tami Concha		Sent: 6/20/2024 9:39:34 AM
Tami.Concha@gsd.nm.gov		Viewed: 6/20/2024 9:41:12 AM
Const. Supervisor		Signed: 6/20/2024 9:41:46 AM
New Mexico General Services, State Purchasing Division		Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10
Security Level: Email, Account Authentication (None), Login with SSO		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

James Ortega		Sent: 6/20/2024 9:41:49 AM
james.ortega@gsd.nm.gov		Viewed: 6/20/2024 9:58:27 AM
Security Level: Email, Account Authentication (None)		Signed: 6/20/2024 9:58:31 AM
		Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10

**Electronic Record and Signature Disclosure:**  
Accepted: 10/24/2022 4:00:52 PM  
ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35

Dorothy Mendonca		Sent: 6/20/2024 9:58:34 AM
dorothy.mendonca@gsd.nm.gov		Viewed: 6/20/2024 10:03:29 AM
SPD Division Director / State Purchasing Agent		Signed: 6/20/2024 10:03:35 AM
General Services Department		Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10
Signing Group: 35000 - State Purchasing Agent		
Security Level: Email, Account Authentication (None)		

**Electronic Record and Signature Disclosure:**  
Accepted: 4/14/2023 7:24:59 AM  
ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	6/20/2024 9:39:34 AM
Certified Delivered	Security Checked	6/20/2024 10:03:29 AM
Signing Complete	Security Checked	6/20/2024 10:03:35 AM
Completed	Security Checked	6/20/2024 10:03:35 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

## **B. Obtaining paper copies**

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

## **C. Withdrawing your consent**

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

## **D. Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

## **E. All notices and disclosures will be sent to you electronically**

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

## **F. How to contact GSD:**

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us)

## **G. To advise SPD of your new email address**

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of such request you must include your previous and new email addresses.

## **H. To request paper copies from SPD**

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

## **I. To withdraw your consent with SPD**

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your request state your email address, full name, mailing address, and telephone number.

## **J. Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

## **K. Acknowledging your access and consent to receive and sign documents electronically**

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.





## Services Offered to the City of Santa Fe (FY26)

### Approved:

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

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

### Permissive:

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

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

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

**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [KAHAHANE, ELIZABETH L.](#); [Purchasing DET](#)  
**Subject:** RE: Determination Request – On-call Electrical and Elevator Maintenance Services  
**Date:** Monday, October 27, 2025 4:34:52 PM  
**Attachments:** [image002.png](#)  
[image004.png](#)

---

Hi Lisa, Yes.

Based on the provided scope of work, it has been classified as General Services. This determination is solely focused on that classification and does not address whether the scope of work or procurement method complies with all relevant legal requirements. I reserve the right to modify this determination should the scope of work differ from what was originally submitted. The procurement must follow the processes and procedures established by the City of Santa Fe, Central Purchasing, the Procurement Manual, and applicable state statutes. Please note:

- Save this email as a PDF and upload it into the corresponding packet and Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) ([mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)) *if* this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  - Treasury (Point of Sale Systems) – questions: [drsena@santafenm.gov](mailto:drsena@santafenm.gov); [clromero@santafenm.gov](mailto:clromero@santafenm.gov). Request signature from: [clromero@santafenm.gov](mailto:clromero@santafenm.gov)
  - IT components (everything IT) – questions: [ereview@santafenm.gov](mailto:ereview@santafenm.gov). Request signature from: [edcandelaria@santafenm.gov](mailto:edcandelaria@santafenm.gov); Copy: [zxdushdurova@santafenm.gov](mailto:zxdushdurova@santafenm.gov); [lenobes@santafenm.gov](mailto:lenobes@santafenm.gov); [lfworstell@santafenm.gov](mailto:lfworstell@santafenm.gov)
  - Vehicles – questions: [fleet@santafenm.gov](mailto:fleet@santafenm.gov). Request signature from: [dmjaramillo@santafenm.gov](mailto:dmjaramillo@santafenm.gov)
  - Grants – questions: [grants@santafenm.gov](mailto:grants@santafenm.gov). Request signature from: [evlujan@santafenm.gov](mailto:evlujan@santafenm.gov)
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: [fmdreview@santafenm.gov](mailto:fmdreview@santafenm.gov). Request signature from: [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)
  - Emergency Related Purchases – questions [oem@santafenm.gov](mailto:oem@santafenm.gov)and. Request signature from: [klmorgan@santafenm.gov](mailto:klmorgan@santafenm.gov)
  - Asset over \$5k – questions: [accountspayable@santafenm.gov](mailto:accountspayable@santafenm.gov). Request signature from: [jxbolden@santafenm.gov](mailto:jxbolden@santafenm.gov)

- Ensure that the current and appropriate templates and forms are used, they can be found on the intranet [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1) and OpenGov <https://procurement.opengov.com/governments/1784201/projects> and documented procedures/laws/rules are followed.
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**  
It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
- [Pavilion: Free Cooperative Contract Search for Governments](#) (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via [Submit Purchase Requests](#) or the appropriate email address:
- Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
- All other requests to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

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



[Book time to meet with me](#)

Regards,  
 Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer  
 200 Lincoln Avenue  
 Santa Fe, NM 87501  
 505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

***Vendor Registration Sites and Current Procurement Opportunities:***

[Current for Finances Only] <https://santafenm.munisselfservice.com/vss/>

[We Are Live With OpenGov] <https://procurement.opengov.com/portal/santafenm>  
[Current] <https://www.withpavilion.com/>  
Internal Link: [https://intranet.santafenm.gov/central\\_purchasing\\_division\\_cpd](https://intranet.santafenm.gov/central_purchasing_division_cpd)



*“A journey of a thousand miles begins with a single step” ~ Lao Tzu*

---

**From:** KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>  
**Sent:** Monday, October 27, 2025 12:40 PM  
**To:** Purchasing DET <purchasing\_det@santafenm.gov>  
**Subject:** RE: Determination Request – On-call Electrical and Elevator Maintenance Services

Good afternoon,

I’m following up on this determination request...

After searching the blanket determination for ‘elevator’ and coming up empty, I noticed this is listed under General Services:

- Equipment installation, preventive maintenance, inspection, calibration, and repair

Would this be appropriate per the SOW below?

Thank you!

**Best,**

**Elizabeth “Lisa” Kahahane, CPO**

Contract Administrator | Facilities Division | Public Works Dept.

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

M: (505) 795-2439

O: (505) 955-5934

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**From:** KAHAHANE, ELIZABETH L.  
**Sent:** Tuesday, October 21, 2025 9:16 AM  
**To:** Purchasing DET <[purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)>

**Subject:** Determination Request – On-call Electrical and Elevator Maintenance Services

Aloha!

Facilities Division is requesting a SOW determination for the following:

- This Scope of Work establishes requirements for a qualified service provider to perform on-call electrical and elevator maintenance services for City of Santa Fe facilities. Work includes inspections, repairs, certifications, preventive maintenance, and emergency response.

Please let me know if additional information is required.

Thank you!

**Best,**

**Elizabeth “Lisa” Kahahane, CPO**

Contract Administrator | Facilities Division | Public Works Dept.

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

M: (505) 795-2439

O: (505) 955-5934



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# GB Packet\_US Electrical\_On-Call Elevators\_ \$541k\_v2.0

Final Audit Report

2025-12-22

Created:	2025-12-17
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArrEwXZnC2qFIJBQz-WQHJpE2OBXheEKc

## "GB Packet\_US Electrical\_On-Call Elevators\_ \$541k\_v2.0" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)  
2025-12-17 - 9:45:55 PM GMT- IP address: 63.232.20.2
-  Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature  
2025-12-17 - 9:48:18 PM GMT
-  Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)  
2025-12-17 - 10:22:26 PM GMT- IP address: 104.47.65.254
-  Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)  
Signature Date: 2025-12-17 - 10:27:25 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature  
2025-12-17 - 10:27:27 PM GMT
-  Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)  
2025-12-17 - 11:43:23 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)  
Signature Date: 2025-12-17 - 11:43:40 PM GMT - Time Source: server- IP address: 174.56.2.34
-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature  
2025-12-17 - 11:43:42 PM GMT
-  Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)  
2025-12-22 - 3:16:13 PM GMT- IP address: 71.228.98.124
-  Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)  
Signature Date: 2025-12-22 - 3:28:04 PM GMT - Time Source: server- IP address: 71.228.98.124

✔ Agreement completed.

2025-12-22 - 3:28:04 PM GMT



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**Adobe**  
**Acrobat Sign**

# GB\_Packet\_US\_Electrical\_On-Call\_Elevators\_\$541k\_v2.0

Interim Agreement Report


2026-01-05

Created:	2025-12-29
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAiT6SPbl3dIKxIT9MOWlyM0ShzvJv1LJZ

## Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

## "GB\_Packet\_US\_Electrical\_On-Call\_Elevators\_\$541k\_v2.0" History

-  Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)  
2025-12-29 - 8:50:52 PM GMT- IP address: 63.232.20.2
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