




The Purchasing Memo

Date: December 23, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Daniel Garcia, Fire Fleet Manager 
Daniel Garcia

Via: Scott Ouderkirk, Interim Fire Chief 
SCOTT OUDERKIRK

Subject: Ferrara HD77 Ladder/Quint and equipment

Vendor Name: 411 Equipment LLC

Munis Vendor Number: 8725

ITEM AND ISSUE:

Fire Department respectfully requests your approval to purchase a Ferrara HD77 Ladder/Quint and equipment totaling \$1,670,000.00 with 411 Equipment, LLC.

CONTRACT NUMBER:

NA – utilizing CES Contract #2024-25-C115-All.

BACKGROUND AND SUMMARY:

The City of Santa Fe Fire Department received a grant award (Item #25-0499, Appropriation #25-J3149) in the amount of \$1,900,000.00 from The State of New Mexico, Department of Finance & Administration (DFA). Fire Department requests to purchase a new Ferrara HD77 Ladder/Quint and equipment. This new apparatus will replace the current aged-out unit which has high mileage due to heavy utilization in the field. The new apparatus will provide service to the City of Santa Fe. Fire Department will purchase the apparatus from 411 Equipment, LLC. located in Albuquerque.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Emergency Services/Fund 221

Munis Org Name/Number: Fire Support Services/2210181

Munis Object Name/Number: Vehicles > 1.5 Tons/571000

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

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

The existing contract number 2024-25-C115-ALL expires on 05/21/2028.

Chief Procurement Officer (CPO)/Designee:  Date: 01/12/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: Daniel Garcia Title: Fire Fleet Manager Date: 12/12/2025

Comment/Exceptions: _____

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

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: ERIKA LUJAN
ERIKA LUJAN (Jan 12, 2026 08:33:48 MST) Title: Grants Manager Date: 01/12/2026

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: FIR2622111

Approval: Rebecca Lovato-Sanswong Title: Accounting Manager Date: 01/12/2026

Comment/Exceptions: _____

ATTACHMENTS:

- Horizons declination
- Vendor's Quote
- Procurement document: Coop Master Agreement #2024-25-C115-All
- Fully Executed City_of_Santa_Fe_25-J3149
- Certificate of Liability Insurance (COI)
- Los Ranchos_2024 License 411 Equipment LLC
- 411 Equipment W-9 10_02_2025



Equipment, LLC

1815 4th Street NW, Albuquerque, NM 87102
(505) 280-9143 Phone

December 15, 2025

FIRE APPARATUS PROPOSAL

A.C. Brian Moya

Santa Fe Fire Department

We hereby propose to furnish the following Ferrara HD77 Ladder/Quint and equipment, as described by the accompanying detailed specifications via our CES Contract #2024-25-C115-ALL. The apparatus and equipment will be delivered F.O.B., Santa Fe, NM within 410 calendar days from receipt of an order. Payment is due upon receipt of apparatus. The pricing in this proposal is valid through February 28, 2026 and may be extended, in writing, at the discretion of 411 Equipment LLC. I have attached a copy of our CES contract.

| ITEM | DESCRIPTION | PRICE |
|------|---|-----------------------|
| 1 | CES-06 Ferrara HD77 Ladder on an Inferno Chassis, \$1,883,402.00, Less Fleet Discount of (\$203,402.00) | \$1,670,000.00 |

Please let me know if you have any questions.

Thank you for the opportunity,

Pete Marquez, Jr,
General Manager/Owner



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>

RE: Service Determination Request for Fire Dept Apparatus, Ladder 7

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Date Thu 12/18/2025 5:03 PM

To CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>; Procurement/Purchasing <ProcurementPurchasing@santafenm.gov>

Cc VELARDE, VICTORIA E. <velarde@santafenm.gov>; MOYA, BRIAN J. <bjmoya@santafenm.gov>

Greetings,

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) *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; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
 - IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov; Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
 - Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
 - Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
 - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
 - Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov
 - Asset over \$5k – questions: accountspayable@santafenm.gov. Request signature from: 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 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
- All other requests to 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

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



CITY OF SANTA FE

FINANCE

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

From: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Sent: Wednesday, December 10, 2025 10:46 AM
To: Procurement/Purchasing <ProcurementPurchasing@santafenm.gov>
Cc: VELARDE, VICTORIA E. <vevelarde@santafenm.gov>; MOYA, BRIAN J. <bjmoya@santafenm.gov>
Subject: Service Determination Request for Fire Dept Apparatus, Ladder 7
Importance: High

Good morning,
Requesting determination for services to purchase a transmission for Fire apparatus, Ladder 7. Attached is the quote. Please let me know if you need more information.

Thank you,



Toniette Candalaria Martinez
Fiscal Administrator
505-955-3109
200 Murales Road
Santa Fe, NM 87501
www.santafenm.gov/fire-department

From: GARCIA, DANIEL A. <dagarcia@santafenm.gov>
Sent: Wednesday, December 10, 2025 10:05 AM
To: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Cc: MOYA, BRIAN J. <bjmoya@santafenm.gov>; VELARDE, VICTORIA E. <vevelarde@santafenm.gov>
Subject: FW: Digital Document

Here is the quote for the transmission on L-7 please process

From: Charles Rawson <c.rawson@kirbycorp.com>
Sent: Wednesday, December 10, 2025 9:46 AM
To: GARCIA, DANIEL A. <dagarcia@santafenm.gov>
Subject: FW: Digital Document

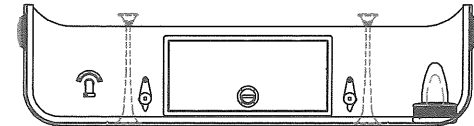
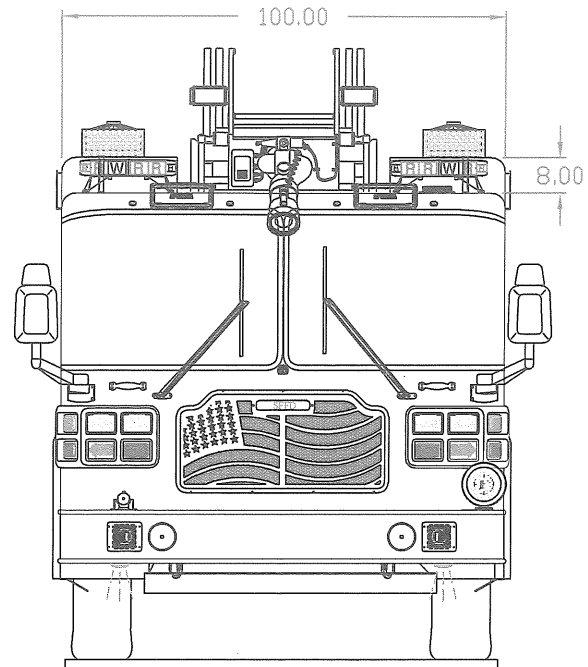
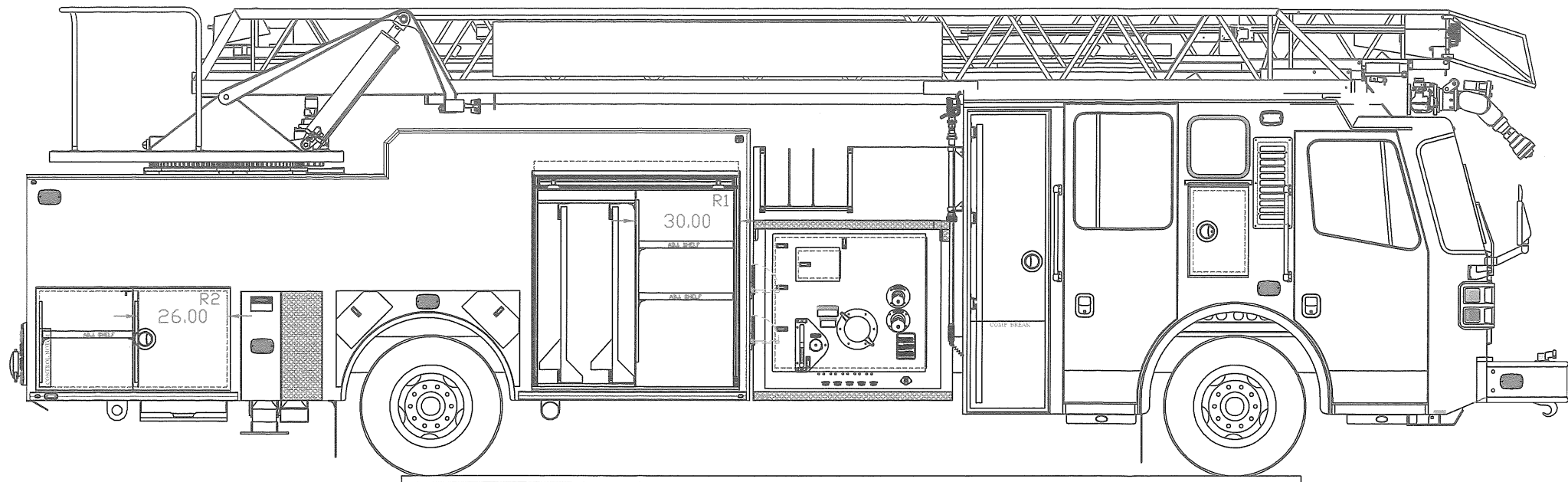
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

You will get the core back

Charles W Rawson II
Manager

Desk: 505-831-7523
Cell: 505-980-8603
Email: c.rawson@kirbycorp.com

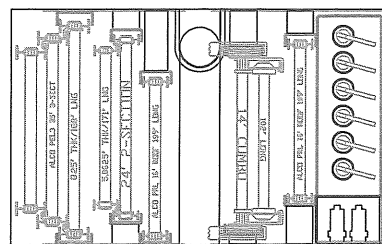
From: NMALBSRV02 <scanner@kirbycorp.com>
Sent: Thursday, December 11, 2025 11:26 AM
To: Charles Rawson <c.rawson@kirbycorp.com>
Subject: Digital Document



| COMPARTMENT DIMENSIONS | | |
|------------------------|-----------------|--------------------|
| COMPT. | OPENING | INTERIOR |
| L1 | 57.50W X 57.75H | 60W X 66.25H X 24D |
| L2 | 33.50W X 25.50H | 36W X 38.00H X 24D |
| L3 | 39.50W X 17.50H | 42W X 30.00H X 24D |
| L4 | 29.00W X 49.75H | 31W X 58.25H X 24D |
| R1 | 57.50W X 57.75H | 60W X 66.25H X 24D |
| R2 | 55.00W X 28.00H | 55W X 28.00H X 24D |

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| QTY | MAKE | MODEL |
|-----|-----------------------------------|---------|
| 1 | ALCO-LITE 10' FOLDING ATTIC | FL-10 |
| 2 | ALCO-LITE 16' ROOF | PRL-16 |
| 1 | ALCO-LITE 14' COMBINATION | CJL-14 |
| 1 | ALCO-LITE 24' 2-SECTION EXTENSION | PEL-24 |
| 1 | ALCO-LITE 35' 3-SECTION EXTENSION | PEL3-35 |
| 2 | 12' FIBERGLASS PIKE POLE | |
| 2 | 8' FIBERGLASS PIKE POLE | |
| 2 | 6' FIBERGLASS PIKE POLE | |



CUSTOMER APPROVAL

NAME: *Daniel Garcia*

BY: *Daniel Garcia*

TITLE: *Fire Fleet Manager*

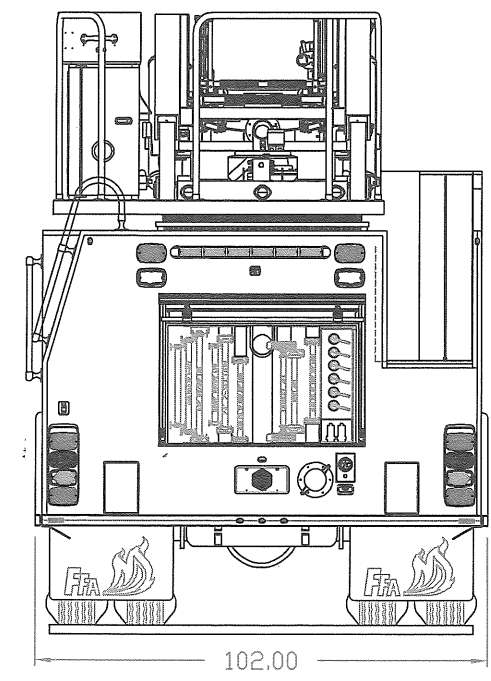
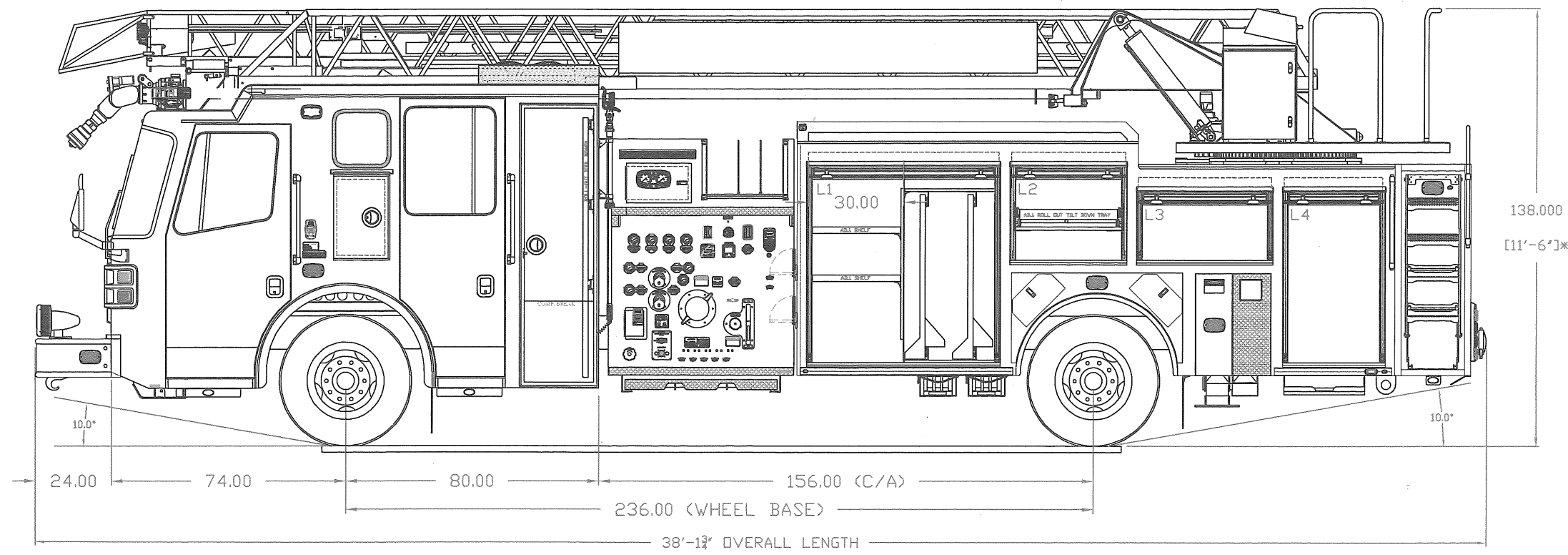
DATE: *6-3-24*

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SCALED X2



CITY OF SANTA FE, NM
JOB NO.: H7347
 1,500 GPM WATEROUS CSU PUMP
 500 GALLON WATER TANK
 20 GALLON FOAM TANK



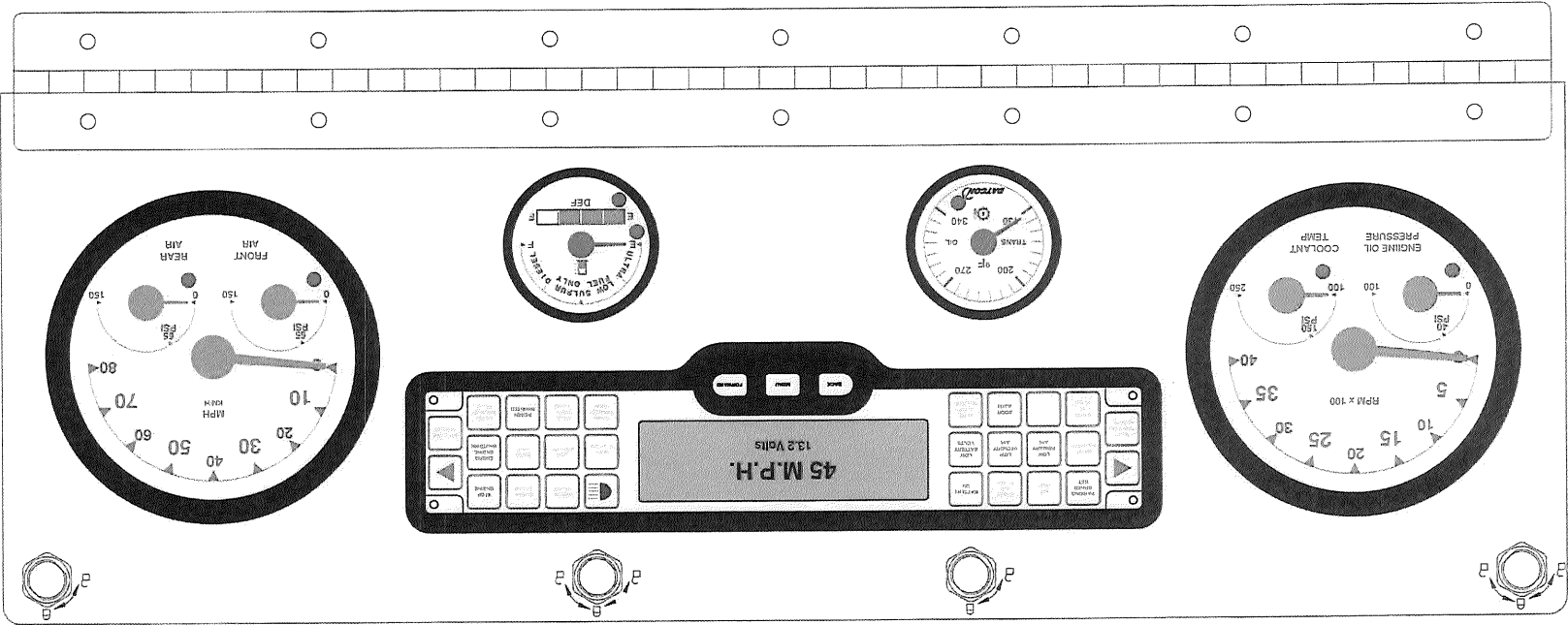
05-31-2024 APPROVAL (EA)
 *HEIGHT COULD VARY +/- 2" BASED ON LOADING OF VEHICLE

CITY OF SANTA FE FIRE DEPARTMENT
 FERRARA INFERNNO CHASSIS
 H7347



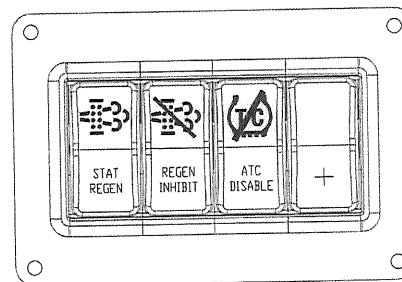
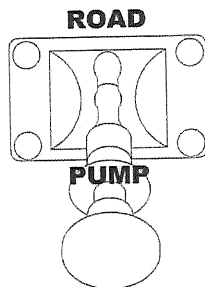
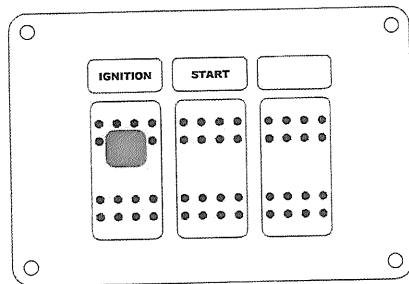
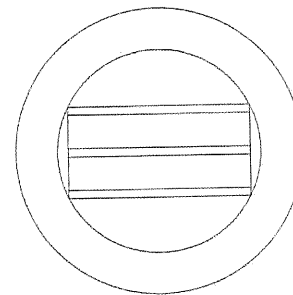
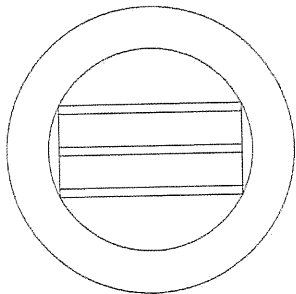
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DATE: _____
 TITLE: _____
 BY: _____
 NAME: *[Signature]*
 CUSTOMER APPROVAL



DRIVER'S SIDE LEFT KNEE

DRIVER'S SIDE RIGHT KNEE

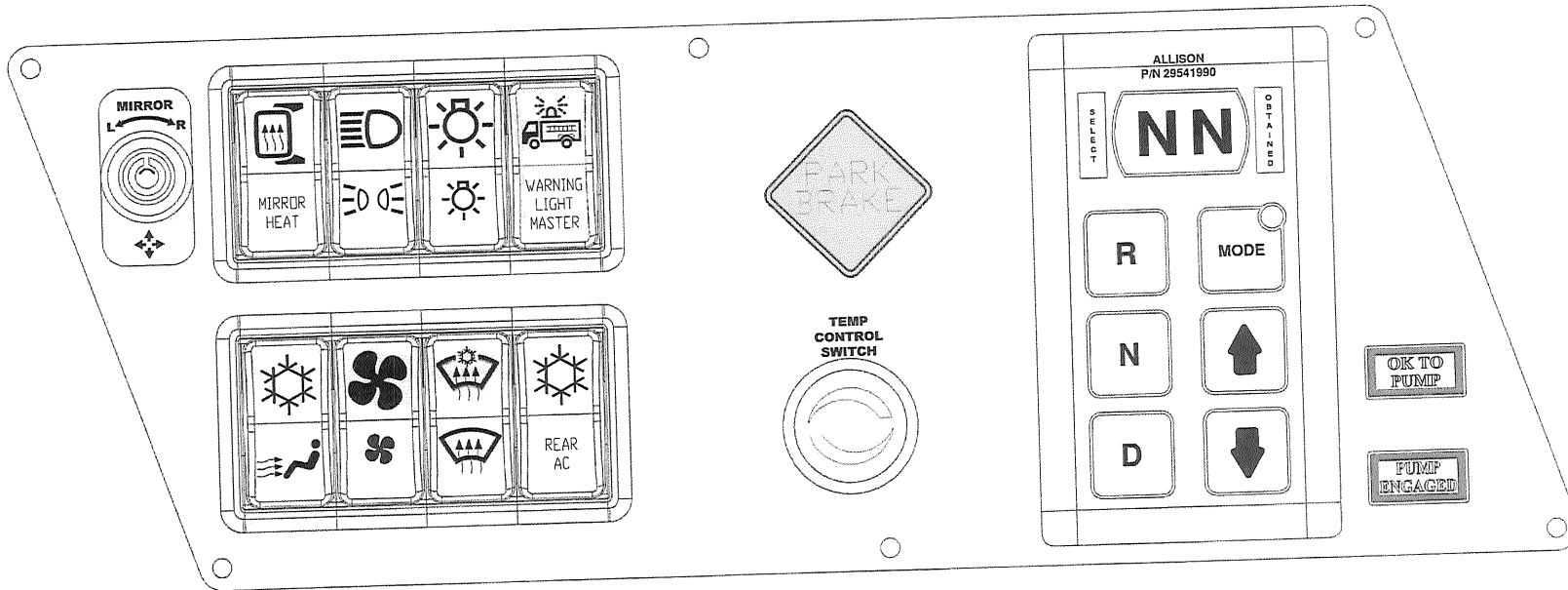


CITY OF SANTA FE FIRE DEPARTMENT
CAB DASH LAYOUT APPROVALS
FERRARA INFERNO CHASSIS
H7347

| CUSTOMER APPROVAL | |
|-------------------|---------------|
| NAME: | <i>Dalton</i> |
| BY: | |
| TITLE: | |
| DATE: | |

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DRIVER'S DASH PANEL (ZONE D4)



FERRARA

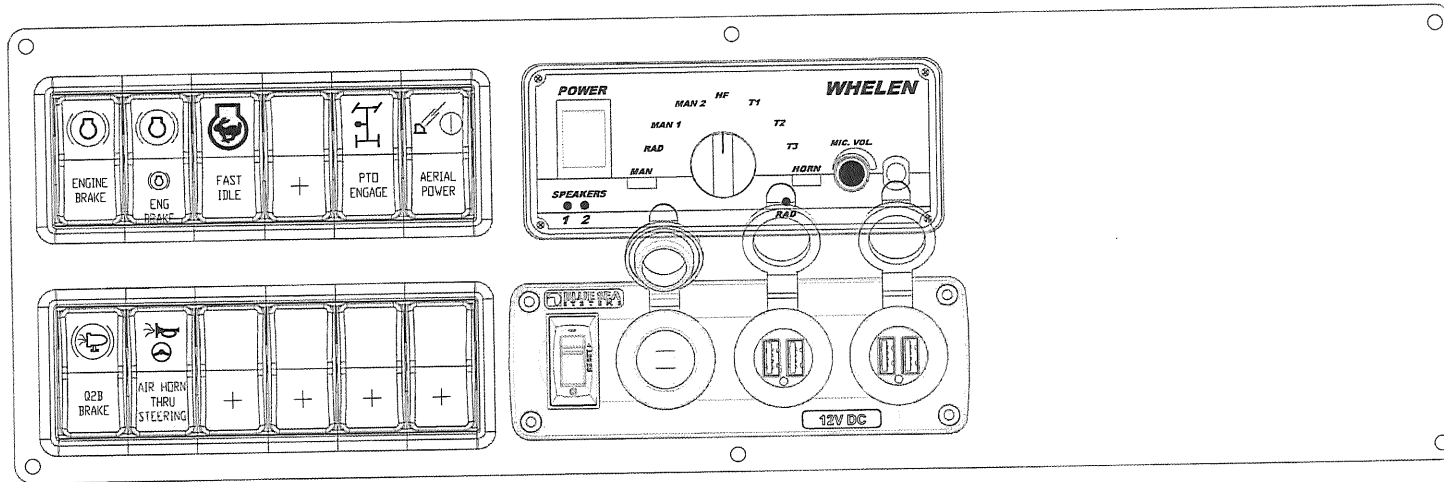
CITY OF SANTA FE FIRE DEPARTMENT
 CAB DASH LAYOUT APPROVALS
 FERRARA INFERNO CHASSIS
 H7347

CUSTOMER APPROVAL

NAME: *Dan*
 BY: _____
 TITLE: _____
 DATE: _____

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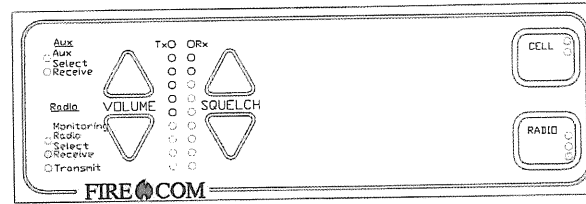
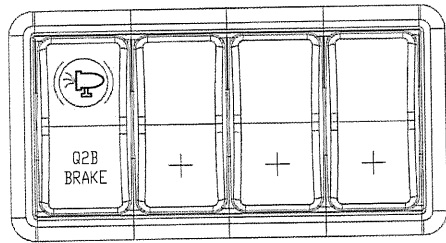
CENTER DASH PANEL (ZONE D5)



CITY OF SANTA FE FIRE DEPARTMENT
 CAB DASH LAYOUT APPROVALS
 FERRARA INFERNO CHASSIS
 H7347

| CUSTOMER APPROVAL | |
|--|------------------|
| NAME: | <i>D. L. ...</i> |
| BY: | _____ |
| TITLE: | _____ |
| DATE: | _____ |
| <small>DRAWING IS A VISUAL REPRESENTATION OF A SPECIFIED APPARATUS. IN THE EVENT OF DISCREPANCIES BETWEEN SPECIFICATIONS AND DRAWING, THE SPECIFICATIONS SHALL PREVAIL. DRAWING IS FOR REFERENCE ONLY. SOME DETAILS MAY NOT BE SHOWN OR NOTED.</small> | |

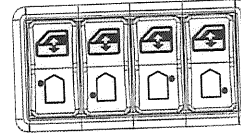
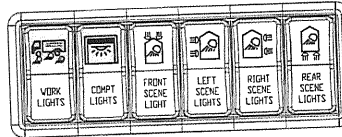
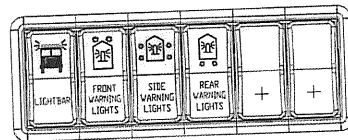
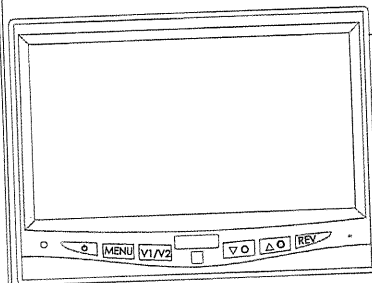
OFFICER'S DASH PANEL (ZONE D6)



CITY OF SANTA FE FIRE DEPARTMENT
 CAB DASH LAYOUT APPROVALS
 FERRARA INFERNO CHASSIS
 H7347

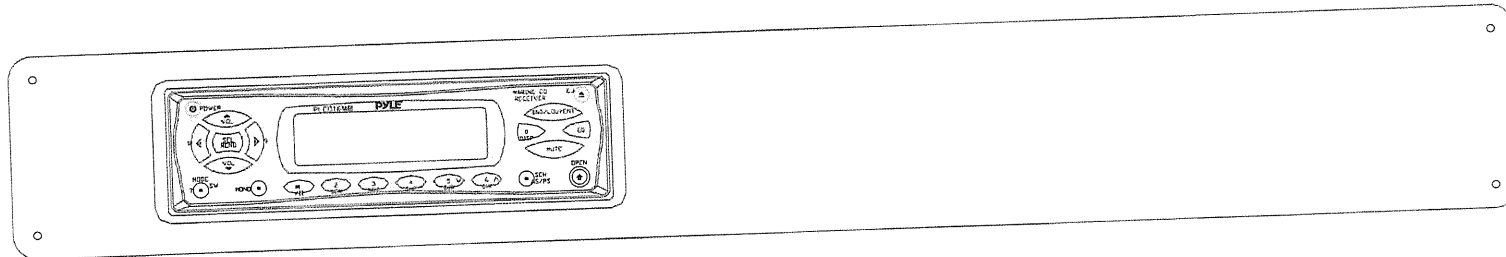
| CUSTOMER APPROVAL | |
|--|------------|
| NAME: | <i>Dan</i> |
| BY: | _____ |
| TITLE: | _____ |
| DATE: | _____ |
| <small>DRAWING IS A VISUAL REPRESENTATION OF A SPECIFIED APPARATUS. IN THE EVENT OF DISCREPANCIES BETWEEN SPECIFICATIONS AND DRAWING, THE SPECIFICATIONS SHALL PREVAIL. DRAWING IS FOR REFERENCE ONLY. SOME DETAILS MAY NOT BE SHOWN OR NOTED.</small> | |

DRIVER'S OVERHEAD PANEL (ZONE U1 / U2)



DOOR AJAR,
INFORMATION
& VDR DISPLAY

CENTER OVERHEAD PANEL (ZONE U3)



CITY OF SANTA FE FIRE DEPARTMENT
CAB DASH LAYOUT APPROVALS
FERRARA INFERNO CHASSIS
H7347

CUSTOMER APPROVAL

NAME: *Dan*

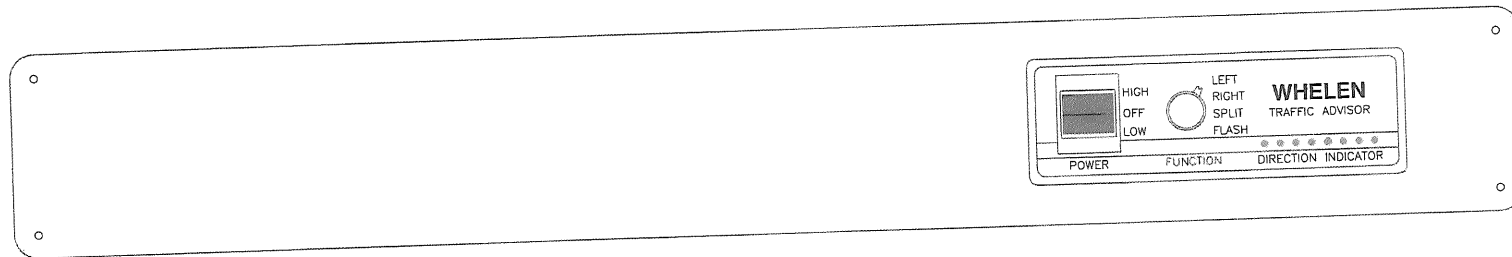
BY: _____

TITLE: _____

DATE: _____

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OFFICER'S OVERHEAD PANEL (ZONE U4)



CITY OF DANVILLE FIRE DEPARTMENT
CAB DASH LAYOUT APPROVALS
FERRARA INFERNO CHASSIS
H7255

| CUSTOMER APPROVAL | |
|-------------------|---------------|
| NAME: | <i>Dalton</i> |
| BY: | |
| TITLE: | |
| DATE: | |

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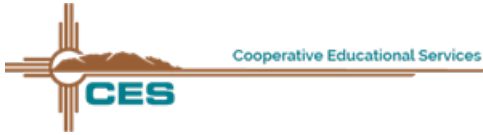
CHEVRON APPROVAL

Production Number: H7347
Customer: City of Sante Fe, NM
Chassis Manufacturer: Ferrara
Chassis Model: Inferno

Chevron Brand (Rear): 3M
Color: Red
Color: Lime Green

Customer
Approval

A handwritten signature in black ink, appearing to read "D. A. C.", is written over a horizontal line.



Contract Award Letter

May 22, 2024

411 Equipment LLC
1815 4th Street Northwest
Albuquerque, NM 87102

RFP NUMBER: 2024-25
RFP DESCRIPTION: Truck Bodies
CONTRACT NUMBER: 2024-25-C115-ALL
Category 1 - Lot 1 - Truck Bodies

Dear Procurement Partner

Cooperative Educational Services (CES) thanks you for responding to our 2024-25 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; beginning May 22, 2024 and expiring May 21, 2028, pursuant to 13-1-150 NMSA.

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

Sincerely yours,

Cooperative Educational Services

A handwritten signature in blue ink that reads "David Chavez". The signature is written in a cursive style with a large, looping "y" at the end.

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470



ACCEPTANCE OF PROPOSAL AND OFFER AND CONTRACT AWARD

RFP NUMBER: 2024-25

RFP DESCRIPTION: Truck Bodies

CONTRACT NUMBER: 2024-25-C115-ALL

Category 1 - Lot 1 - Truck Bodies

CONTRACT

This contract award is being made by Cooperative Educational Services (“CES”), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this 22nd day of May 2024, to 411 Equipment LLC, with its principal office located at 1815 4th Street Northwest, Albuquerque, NM 87102, pursuant to the above referenced CES conducted Request for Proposal (“RFP”) or Request for Bids (“RFB”) procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

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

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

CONTRACT TERMS

1. The initial contract term shall be from the effective contract award date May 22, 2024 through May 21, 2028. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of

this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

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

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

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

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

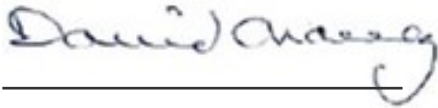
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or a Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder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

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

The Recitals are incorporated herein as contract terms.

Agreed effective the above date.

Cooperative Educational Services



Electronically Signed on 05/22/2024

Executive Director

Date: 05/22/2024

411 Equipment LLC

Pete Marquez

Electronically Signed on 05/22/2024

Owner/GM/Managing Member

GENERAL SCOPE OF WORK AND SPECIFICATIONS

PART I INTRODUCTION

A. GENERAL

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

In order to assist CES Members or Participating Entities which consist of over 440 educational and governmental entities in New Mexico, CES is seeking proposals from Offeror(s) who have the experience and can provide all types of truck bodies for Class 1 to Class 8 truck chassis and cutaway van; parts and accessories; maintenance and repair services; and warranty service and repairs.

It is the intent of CES to establish a contract with multiple vendors who can supply the desired items and services listed above and throughout this Scope of Work, for direct purchase, and as needed. All vehicles and services are to be supplied according to industry standards, according to the material manufacturers' recommendations and to the satisfaction of CES' Membership. Selected Contractors shall provide the items, and/or services as requested by the Member's Representative or their designee. CES or its Membership offers no guarantee of products or services to be purchased under the Contract.

B. NOTICE

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

This is an open-ended RFP. At the discretion of CES, the RFP may remain open for accepting additional proposals after a source award or multiple source awards are made to allow CES to make additional source awards if CES determines in accordance with ¶13-1-154 NMSA 1978 that such additional awards are necessary to fully meet CES member or participating entity service or economy needs identified by CES prior to a source award(s) or identified after a source award(s) is made. Any new Offeror may not have access to any RFP documents submitted by another Offeror or to documents involved in the rating or ranking process of Offerors, as this would negate the open and fair competition process. Offerors that submitted a proposal for this RFP event and did not receive a recommendation for award may not submit a new proposal for the same RFP event. New proposals will be evaluated as prescribed in the original RFP and evaluated against all other RFP proposals. Any new source awards will be aligned with the contract end date of the original source awards. CES reserves the right to terminate the opportunity for submittal of additional offers at any time prior to the original contract award expiration date.

C. DEFINITIONS

Class: GVWR class ratings. "Light Duty Class" trucks and vans are: Class 1: 0 to 6000#; Class 2: 6001 to 10000#; "Medium Class" trucks are: Class 3: 10001-14000#; Class 4: 14001-16000#; Class 5: 16001-19500#; Class 6: 19501-26000#. "Heavy Class" trucks are: Class 7: 26001-33000#; Class 8: over 33000#.

Dealer Prep: An amount or fee that the dealer charges to receive and prepare the purchase vehicle for delivery to the customer.

EPA: Environmental Protection Agency

Factory Invoice: The actual invoice the manufacturer sends to the dealer for the vehicle.

FMCSR: Federal Motor Carrier Safety Administration

FMVSS: Federal Motor Vehicle Safety Standards

GVWR: Gross Vehicle Weight Rating; the maximum allowable weight of the fully loaded vehicle, per manufacturer, including liquids, passengers, cargo, and the tongue weight of any towed vehicle.

Insurance Institute for Highway Safety (IIHS): Tests new models by crashing them into an energy-absorbing, deformable barrier at 40 mph.

Manufacturer's Suggested Retail Price (MSRP): The retail price of the new motor vehicle suggested by the manufacturer, including the retail delivered price for each accessory or item of optional equipment physically attached to the new motor vehicle at the time of delivery to the new motor vehicle dealer that is not included in the retail price suggested by the manufacturer for the new motor vehicle.

National Highway Traffic Safety Administration (NHTSA): A federal agency that regulates safety features of vehicles and that crash tests new cars for front impact into a flat, rigid barrier at 35 mph, and side impact with the test car traveling 17 mph being hit broadside by another car traveling 34 mph.

NMDOT: New Mexico Department of Transportation

NMMVD: New Mexico Motor Vehicle Department

OEM: The original equipment manufacturer

Wholesale Price: The cost of the vehicle to the dealer minus the holdback, any factory incentives and rebates.

49CFR393: Parts and Accessories Necessary for Safe Operation

49CFR571: Federal Motor Vehicle Safety Standards

PART II SCOPE OF WORK AND SPECIFICATIONS

CES is seeking proposals from Offeror(s) who have the experience and can offer the products and services listed throughout this RFP, which can be configured and equipped to meet individual CES Members or Participating Entities' needs.

The standards and specifications provided below are intended to establish minimum requirements for the Offeror and provide a general overview of the quality and type of products and services being requested. Always use the latest up to date versions of a standard, code, or specification.

A. GENERAL REQUIREMENTS

1. The Contractor is responsible to keep current all required New Mexico Motor Vehicle Division licensing requirements during the term of the contract, and to furnish license copies at any time on request by CES, its Members or Participating Entities. If Contractor does not maintain current any required New Mexico Motor Vehicle Division licensing requirements, CES reserves the right to immediately terminate the contract.

2. All bodies shall be the new.
3. The Offeror will demonstrate that its facility(s) possesses the resources to supply and support the vehicles offered under this solicitation.
4. All billings and invoices must identify the CES purchase order number, complete description of vehicle with all associated options being billed, and include the name of the vehicle, model number and vehicle identification number.
5. The contractor shall include a copy of any manufacturers' order guide with this proposal. Upon request, the dealer will provide a copy of the order guide to any CES Member or Participating Entity wishing to purchase a vehicle.
6. The prices for all bodies shall be F.O.B. the Offeror's dealership, or any location within 100 miles of the dealership.
7. The Offeror will furnish a complete set of specifications for all bodies offered that include all weights, heights, widths, etc. and other information to assist in the evaluation process.
8. It shall be the responsibility of the Offeror to assure that all recall notices and other technical service bulletins or notifications from the factory are sent directly to the CES Member or Participating Entity in a timely manner.
9. All optional equipment and accessories shall be original equipment from the body manufacturer, or third party authorized by the body manufacturer and installed at the factory or by the dealer.
10. Any dealer provided option must be priced separately and may only be included if specifically ordered by the CES Member or Participating Entity. Under no conditions may a CES Member or Participating Entity be charged additional costs for items such as conveyance or document fees, or advertising surcharges.

B. DELIVERY

1. All bodies ordered must be delivered within 5 days of the quotes delivery date that has been accepted by a CES Member or Participating Entity. If a vehicle is delayed beyond the original quoted date, or if the delayed delivery is beyond the fiscal year (ending June 30th), CES with the agency approval, reserves the right to cancel the purchase order and the member agency will be under no obligation to select a different vehicle if the vendor is unable to deliver on time.
2. In the case of a delay, CES Member or Participating Entity needs to be notified within five (5) business days of notice from the manufacturer to Offeror. The CES Member or Participating Entity will notify CES and the Offeror within seven (7) business days whether to proceed or cancel the order. CES, CES Member or Participating Entity will be under no obligation to select a different vehicle if the order is cancelled or to select a different vehicle if the contractor is unable to deliver on time.
3. All deliveries will be made Monday through Friday during normal business hours. Vendor will contact the CES Member or Participating Entity 72 hours prior to delivery to schedule a delivery time, location and date.
4. Offeror will provide owners with two (2) complete sets of operations and parts manuals and one (1) operational and parts manual in electronic format on CD-R, CD-RW, DVD-R or DVD-RW. If safety videos and handbooks are available, two (2) sets will be provided to the member at no cost on CD-R, CD-RW, DVD-R or DVD-RW.
5. If required, Manufacturer's Certificate of Origin (MCO) or Manufacturer's Statement of Origin (MSO) needs to be provided to CES Member or Participating Entity after the Offeror receives payment from CES. All documents must show the legal name of the CES Member or Participating Entity.

C. PRE-DELIVERY SERVICE

Each unit shall be DOT inspected and include the appropriate documentation and decal. In addition, each unit shall be equipped with the required fire extinguisher and reflective triangle kit.

1. Complete lubrication
2. Checking of all fluid levels to ensure that they are filled to manufacturers' specifications.

D. VEHICLE INSPECTION

1. Prior to acceptance by the ordering agency, each vehicle shall be subject to a complete inspection by CES Member or Participating Entity.
2. Inspection shall include, but not necessarily be limited to, conformity to the specifications, mechanical integrity, quality or workmanship and materials, and appearance defects.
3. If a body fails inspection, corrections shall be made within seven (7) calendar days or time as mutually agreed to by the CES Member or Participating Entity and contractor. After corrections are made, the normal inspection time will start fresh. All corrections shall be made without any inconvenience to CES Member or Participating Entity.

E. WARRANTY

1. At the minimum, warranties shall be the manufacturer's standard new vehicle warranty. All warranties shall begin when the vehicle is placed in service. It shall be the responsibility of the ordering CES Member or Participating Entity to notify the contractor when a vehicle is actually put in service.

F. EXTENDED WARRANTY OPTIONS

1. Offeror is encouraged to offer extended warranties for all major mechanical, electrical and electronic components to cover the member after the standard warranty has expired.
2. The terms, conditions, stipulation, exceptions, limitations and warrantee periods will be clearly identified.
3. The Offeror must provide all warrantee work, ongoing maintenance, have an inventory of parts and have access to specialized or custom parts within 72 hours.
4. The term of a warranty is extended by any period of time during which repair services are not available to the CES Member or Participating Entity because of any war, invasion, strike, fire, flood or other natural disaster.

G. SAFETY

1. The Offeror will provide, at no charge to the Member/Participating Entity, MSDS information providing asbestos content of friction materials (brake pads, brake shoes, clutch discs, etc.), upon request.
2. All bodies offered shall comply with most current for FMVSS standards if applicable.

H. EXTENDED WARRANTY OPTIONS

1. Offeror is encouraged to offer extended warranties for all major mechanical, electrical and electronic components to cover the member after the standard warranty has expired.
2. To cover parts, labor, and towing.

3. To include maintenance service plans.
4. The terms, conditions, stipulation, exceptions, limitations and warranty periods will be clearly identified.
5. Warranty and all terms, conditions, stipulation and warranty periods will be clearly identified to the CES Member or Participating Entity.

I. BODIES AND UTILITY BED OPTIONS

1. The Offeror is encouraged to propose a full line of bodies for various members' operations.
2. May include, but not be limited to: Stake beds, flatbed, box bodies, dump beds, lift beds, lift gates, rear and side loader garbage truck bodies, roll-off bodies, miscellaneous trash truck bodies, tankbodies, component body, service bodies, van bodies, haulers, service and utility bodies landscaper, refuse bodies all types, mounted cranes or booms, refrigerated bodies, brush truck, custom designed bodies or bed, etc.
3. Third-party equipment is permitted, and factory or dealer installed is preferred.
4. Bodies or utility beds offered may be hydraulically, mechanically, and/or electrically operated, powered by the vehicle's electrical supply, a power-take-off (PTO), independent or separate power source. PTO's shall be installed in accordance with vehicle manufacturer's recommendations.
5. In the event the factory installed vehicle electrical system requires modifications/upgrades to provide power to the optional utility bed, installing dealer shall ensure modifications/upgrades will be in accordance with the vehicle manufacturer's specifications, and not void the manufacturer's warranty.
6. Must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange as per chassis manufacturer design specifications.
7. Bodies shall not exceed the manufacturer's vehicle load recommendations or the gross vehicle weight rating (GVWR). The factory-installed vehicle braking system shall meet or exceed the US Department of Transportation (USDOT) and New Mexico Department of Transportation (NMDOT) stopping requirements for the total vehicle GVWR.
8. All options provided shall comply with USDOT and NMDOT requirements for width, height, weight, lighting, safety, and other requirements for operation on city, and county roads, and state and federal highways. Vendor agrees to consult and provide CES Member or Participating Entity requirements and specifications for bed and options to comply with USDOT and NMDOT requirements.
9. Dealer shall supply to the CES Member or Participating Entity any USDOT and/or NMDOT certificates stating compliance for the vehicle, and/or utility bed installed on the vehicle, if applicable and/or required for registration and use on highways.
10. Upon request by the CES Member or Participating Entity prior to vehicle delivery, the dealer will assist in obtaining, or provide service to obtain any required vehicle inspections. Vehicle shall pass all required inspections prior to passing of vehicle title to CES Member or Participating Entity.
11. Optional Equipment can be offered to include but not limited to wet kits, refuse containers, roll-off containers, tarp systems, snowplows, salt spreaders, lift gates, GPS tracking systems, in vehicle monitoring systems, winches, custom fabrication, metal work services, various type containers for trash pickup, etc.
12. Each equipment shall be a new and currently advertised model of the manufacturer's latest design, equipped with all standard component items identified in the manufacturer's description and specification publications, whether or not specifically requested and except where optional components are specified herein.
13. Manufacturer's Standard Equipment: All equipment and components listed as standard by

the manufacturer for models offered shall be furnished.

14. **Manufacturer's Specification:** Complete manufacturer's specification, published literature, and photos or illustrations of units proposed should be furnished with your proposal. Only new models in current production and in service that are catalogued by the manufacturer, and for which printed literature and specifications are available will be accepted.
15. **Hose And Wiring Routing, Hardware Requirements:** All hoses and wiring shall have adequate protective covers wherever there is a possibility of contact with any other components. Separators shall be used where applicable. No tape or adhesive fasteners will be accepted. All hoses, wiring and pipes shall be routed to be clear of all heat sources and shall be protected from any present or potential source of snags, abrasions or sharp edges. If any wiring for any lamps is routed through any tool compartment or canopy, these wires shall be enclosed. All fasteners (nuts, bolts, rivets & etc.) shall be per manufacturer specification with a rust inhibiting coating.

J. WELDING

1. All welding shall be continuous where applicable. All welding shall be performed in accordance with the applicable requirements of the latest codes, rules or specifications of the American Welding Society, (AWS).

K. Furnish two (2) complete sets of Operator, Parts, and Technical manuals including electrical wire diagrams.

L. BACK-UP WARNING DEVICE

1. Shall be waterproof that is readily audible outside each vehicle when the transmission is in reverse.
2. A rear obstacle detection system can be offered.

M. BUMPERS

1. The front bumpers shall be OEM standard design.

N. BODY

1. Corrosion Protection: Per OEM manufacturer's specifications.

O. EXTERIOR LIGHTING

1. All lights for taillights, brake light, turn signal, back-up, collision avoidance lights and clearance marker lights shall be Light Emitting Diode (LED).

P. PAINT AND TRIM

1. Color shall be standard colors offered from the OEM manufacturer. Custom paint colors can be Offeror as an option.
2. All exterior surfaces shall be smooth and free of wrinkles and dents.
3. Exterior surfaces to be painted shall be properly prepared as required by the paint system supplier.

4. Drilled holes and cutouts in exterior surfaces shall be made prior to cleaning, priming and painting to prevent corrosion.
5. To the degree consistent with industry standards for commercial vehicle finishes, painted surfaces shall have gloss and orange peel shall be minimized.
6. All exterior finished surfaces shall be impervious to diesel fuel, gasoline and commercial cleaning agents.
7. Paint shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections:
 - a. Blisters or bubbles appearing in the topcoat film
 - b. Chips, scratches, or gouges of the surface finish
 - c. Cracks in the paint film
 - d. Craters where paint failed to cover due to surface contamination
 - e. Over spray
 - f. Peeling
 - g. Runs or sags from excessive flow and failure to adhere uniformly to the surface
 - h. Chemical stains and water spots

Q. SAFETY EQUIPMENT

1. Shall at the minimum comply with FMVSS.

R. LICENSE PLATES

1. Provisions shall be made to mount standard size U.S. license plates per SAE J686 on the rear of the body if applicable.

S. OPTIONAL EQUIPMENT AND FEATURES

1. The Offeror is to provide a list of optional equipment and features that can be offered to customize the body to meet the CES Members or Participating Entities needs, such as hydraulic and electric gate lifts, ramps, tow hooks, generators, lift buckets, power take off unit (PTO), ladder racks, wet unites, fire truck bodies, etc.
2. The Offeror will need to provide details on the process that will be used by CES Members or Participating Entities to identify the optional equipment and features and how they will be implemented in to the design of the vehicle.

T. REPLACEMENT PARTS

1. OEM or aftermarket parts approved by the OEM.
2. If aftermarket parts are provided for warranty repair, they must not void the manufactures warranty.

U. SERVICES

1. Repair, maintenance and warranty repair services may be offered. Body repair services are requested. Specialty repairs may be performed by an authorized sublet repair facility.

V. USED BODIES

1. Used bodies may be offered under solicitation. Pricing shall be based upon Dealer acquisition price + cost to comply to Federal and NMDOT safety standards + body service

+transportation + dealer markup not to exceed a maximum of XX.XX% to arrive at Selling Price

2. According to the requirements for 13-1-155 A NMSA 1978, any used item of "... tangible personal property the estimated cost of which exceeds five thousand dollars (\$5,000), ..." requires at a minimum "... a written warranty for at least ninety days after date of delivery and an independent "certificate of working order" by a qualified mechanic or appraiser."
3. contract shall have only ASE-Certified Master Truck Equipment Technicians, or at a minimum, a technician with prior medium-heavy duty truck/bus experience in air brake systems, steering and suspension, to repair vehicles.
4. Warranty repairs shall only be performed by manufacturer authorized repair facilities for vehicles and/or optional installed equipment.
5. Tire repair and maintenance services may include, but not be limited to: balancing, re-grooving, rotating, patching, tube replacement, wheel stud replacement, etc.

W. TRAINING

1. Training for maintenance staff on the proper service and repair of the vehicle and body.
2. Training for drivers on the proper and safe operation of the vehicle and body with special emphasis on how the emission control's function.

X. PUBLICATIONS AND PRINTED MATERIALS:

1. Each vehicle will have a complete set of operation, and warranty publications. The following shall be provided at time of delivery:
 - a. Operation Manual: A complete operations manual and troubleshooting guide with a detailed manufacturer's parts list that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions to include but not limited to air conditioning systems, tie downs, heater, emissions, engine operations, lights, radio, wiring diagram and body modifications, accessories and related equipment.
 - b. A complete schematic diagram of all hydraulic lines, air lines and electric circuits.
 - c. Warranty Information: Each vehicle will have a published listing of contractor warranty repair locations, including address, telephone number, and contact name.

Y. ADDITIONS TO THE SCOPE OF WORK

Offerors who receive a contract as a result of this solicitation, and through the duration of the contract, may propose vehicles, equipment, products, and related services that were either inadvertently left out of this RFP, or are new technology. Such proposed items shall be submitted to CES for review and must remain consistent with the spirit of the RFP. Items approved shall be added to the contract through an amendment, mutually agreed upon by all parties to the contract.

****Omissions in this proposal of any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.***

ATTACHMENT B
TO
ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

PRICING

All pricing including updates/changes must be uploaded through the vendor portal in the eProcurement System for review and approval by CES.

A Price List/Pricing: The Offeror will upload through the vendor portal electronic copies of or provide electronic access to the approved current price list(s) for products and services offered under this solicitation (RFP) upon execution of this contract. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Member/Participating Entity. Discounts off the current price list are permitted and must remain firm throughout the life of the contract. Discount off list price must be clearly noted in the price quote to the member. All pricing must include the CES administration fee.

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

C Price Quote/Proposal: When preparing a quote/proposal under a CES awarded contract, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES one point two five percent (1.25%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

D Price Reduction, Promotional and Special Pricing: A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

E Price Increases: Anytime during the life of the contract, pricing can be updated (increased/decreased) with proper justification letter from the manufacturer or distributor thereof and will become effective upon approval by CES. CES reserves the right to approve or disapprove

such requests.

F Price Surcharges: Depending on current market conditions, surcharges may apply as approved by CES.

Ferrara - CES Price Schedule

CES 2% Discount CES MEMBER PRICE

Aerials

| | | |
|---------------|---|--------------|
| CES-01 | Cinder, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 57' Rear Mounted | Discontinued |
| CES-02 | Igniter, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 57' Rear Mounted | Discontinued |
| CES-03 | Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 57' Rear Mounted | Discontinued |
| CES-04 | Cinder, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 77' Rear Mounted | \$1,763,544 |
| CES-05 | Igniter, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 77' Rear Mounted | \$1,854,154 |
| CES-06 | Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 77' Rear Mounted | \$1,921,839 |
| CES-07 | Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 107' Rear Mounted | \$2,113,616 |
| CES-08 | Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 100' Rear Mounted | \$2,391,266 |
| CES-09 | Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 100' Mid-Mounted | \$2,631,812 |
| CES-10 | Inferno, 4-Door Full-Tilt OEM Cab, Aluminum Body, Tandem Axle, 100' Tractor Drawn | \$2,738,815 |

| | | | |
|----|----------|----|-----------|
| \$ | (35,271) | \$ | 1,728,273 |
| \$ | (37,083) | \$ | 1,817,071 |
| \$ | (38,437) | \$ | 1,883,402 |
| \$ | (42,272) | \$ | 2,071,344 |
| \$ | (47,825) | \$ | 2,343,441 |
| \$ | (52,636) | \$ | 2,579,176 |
| \$ | (54,776) | \$ | 2,684,039 |

Pumper Fire Apparatus

| | | |
|---------------|---|-------------|
| CES-11 | Freightliner M2, 4-Door, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper | \$588,377 |
| CES-12 | FC94, 4-Door, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper | \$848,256 |
| CES-13 | Custom Cinder, 4-Door, Full-Tilt Cab, Extruded Aluminum Body, Single Axle, 1500 GPM Pump, | \$963,298 |
| CES-14 | Custom Igniter, 4-Door, Full-Tilt Cab, Extruded Aluminum Body, Single Axle, 1500 GPM Pump, | \$1,049,914 |
| CES-15 | Custom Inferno, 4-Door, Full-Tilt Cab, Extruded Aluminum Body, Single Axle, 1500 GPM Pump, | \$1,070,840 |

| | | | |
|----|----------|----|-----------|
| \$ | (11,768) | \$ | 576,609 |
| \$ | (16,965) | \$ | 831,291 |
| \$ | (19,266) | \$ | 944,032 |
| \$ | (20,998) | \$ | 1,028,916 |
| \$ | (21,417) | \$ | 1,049,423 |

Rescues

| | | |
|---------------|---|-----------|
| CES-16 | Ford 550, 2-door Cab, Single Axle, Extruded Aluminum Body, NON-Walk-In LIGHT | \$359,819 |
| CES-17 | Ford 550, 2-door Super Cab, Single Axle, Extruded Aluminum Body, NON-Walk-In LIGHT Rescue | \$331,022 |
| CES-18 | Ford 550, 4-door Cab, Single Axle, Extruded Aluminum Body, NON-Walk-In LIGHT | \$340,240 |
| CES-19 | Freightliner M2, 2-door Cab, Single Axle, Extruded Aluminum Body, NON-Walk-In MEDIUM | \$718,884 |

| | | | |
|----|----------|----|---------|
| \$ | (7,196) | \$ | 352,623 |
| \$ | (6,620) | \$ | 324,402 |
| \$ | (6,805) | \$ | 333,435 |
| \$ | (14,378) | \$ | 704,506 |

| | | | | | | |
|---|---|-------------|----|----------|----|-----------|
| CES-20 | Freightliner M2, 4-door Cab, Single Axle, Extruded Aluminum Body, NON-Walk-In MEDIUM | \$744,534 | \$ | (14,891) | \$ | 729,643 |
| CES-21 | Freightliner M2, 2-door Cab, Single Axle, Extruded Aluminum Body, Walk-In MEDIUM | \$939,360 | \$ | (18,787) | \$ | 920,573 |
| CES-22 | Freightliner M2, 4-door Cab, Single Axle, Extruded Aluminum Body, Walk-In MEDIUM | \$966,720 | \$ | (19,334) | \$ | 947,386 |
| CES-23 | Cinder, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, NON Walk-In | \$1,322,400 | \$ | (26,448) | \$ | 1,295,952 |
| CES-24 | Cinder, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In HEAVY | \$1,479,264 | \$ | (29,585) | \$ | 1,449,679 |
| CES-25 | Igniter, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, NON Walk-In | \$1,450,080 | \$ | (29,002) | \$ | 1,421,078 |
| CES-26 | Igniter, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In HEAVY | \$1,586,880 | \$ | (31,738) | \$ | 1,555,142 |
| CES-27 | Inferno, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, NON Walk-In | \$1,667,136 | \$ | (33,343) | \$ | 1,633,793 |
| CES-28 | Inferno, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In HEAVY | \$1,809,408 | \$ | (36,188) | \$ | 1,773,220 |
| Pumper/Tankers, Tankers and Wildland | | | | | | |
| CES-29 | M2 Freightliner, 2-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons) | \$671,831 | \$ | (13,437) | \$ | 658,394 |
| CES-30 | M2 Freightliner, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons) | \$699,829 | \$ | (13,997) | \$ | 685,832 |
| CES-31 | Custom Cinder 2, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid- | \$1,117,031 | \$ | (22,341) | \$ | 1,094,690 |
| CES-32 | Custom Igniter, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons) | \$920,325 | \$ | (18,407) | \$ | 901,919 |
| CES-33 | Custom Inferno, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons) | \$1,150,405 | \$ | (23,008) | \$ | 1,127,397 |
| CES-34 | Brush Truck, 2-Door, Aluminum Flat Bed, Single Axle, Ford F-550 4x4 | \$344,182 | \$ | (6,884) | \$ | 337,298 |
| CES-35 | Brush Truck, 2-Door, Aluminum Flat Bed, Single Axle, Dodge 5500 4x4 | \$350,177 | \$ | (7,004) | \$ | 343,173 |
| CES-36 | Brush Truck, 2-Door, Aluminum Flat Bed, Single Axle, Chevy 5500 4x4 | \$347,021 | \$ | (6,940) | \$ | 340,081 |

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 494, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J3149 ("Project")** 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 49433, One Million Nine Hundred Thousand Dollars and No Cents, \$1,900,000.00, to purchase and equip a ladder truck for the fire department in Santa Fe in Santa Fe county;
- B. Grantee's total reimbursements shall not exceed \$1,900,000.00 One Million Nine Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 No Dollars and No Cents, which equals \$1,900,000.00 One Million Nine Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to

reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.
- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

- A. The following general conditions and restrictions shall apply to the Project:
- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
- i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
- i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
- a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The City of Santa Fe’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
- a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the City of Santa Fe’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

- public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
 - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by: Wayne Propst _____ 11/21/2025 _____
Signature Date

Chief Financial Officer, Mackie Romero:

DocuSigned by: Mackie Romero _____ 11/21/2025 _____
Signature Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by: Cecilia Mavrommatis _____ 11/21/2025 _____
Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by: George Hypolite _____
Signature

George Hypolite _____
(Print Name)

General Counsel _____
(Title)

APPROVED BY GRANTEE:

City of Santa Fe

Entity Name

Official with Authority to Bind Grantee:



Alan Webber (Nov 1, 2025 11:27:17 MDT)

Signature

Mayor

Alan Webber

(Title)

(Print Name)

11/01/2025

Date

ATTEST:



ANDREA SALAZAR (Nov 1, 2025 19:25:50 MST)

ANDRÉA SALAZAR, CITY CLERK




11/02/2025

Date

GB MTG 10-29-25

Fiscal Officer or Chief Financial Officer:



EMILY OSTER (Aug 19, 2025 17:00:49 MDT)

EMILY OSTER, FINANCE DIRECTOR

10/06/2025

Date

As To Legal Form And Sufficiency



Kevin L. Nault (Aug 19, 2025 17:00:49 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

**STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A**

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
 B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip

 C. Contact Name/Phone #: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
 B. Grant Amount: \$ 0.00
 C. AIPP Amount (if Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: _____
 F. Reversion Amount (if applicable): \$ 0.00
 G. Grant Balance: \$ 0.00
 H. Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

- I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
 a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
 b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
 c. Submission of supporting documentation as required by the Agreement.
 d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

 Printed Name

 Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 ASD Officer Date

 Division Grant Manager Date

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY [20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)



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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:


Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

Signature: *STEN JOHNSON*

Email: sajohnson@santafenm.gov

Signature: *BRIAN MOYA*

Email: bjmoya@santafenm.gov

Signature: 

Email: xivigil@santafenm.gov

BUSINESS REGISTRATION

VILLAGE OF LOS RANCHOS DE ALBUQUERQUE

6718 Rio Grande Blvd. NW • Los Ranchos, NM 87107 • (505) 344-6582



411 EQUIPMENT, LLC
7324 4th Street NW
Los Ranchos, NM 87107

PERMIT NO: 1843

BUSINESS TYPE: Commercial

EXPIRES: December 31, 2024

The issuance of this business license has been done so in accordance with Village Code §3.1.1-7 and approved by the planning and zoning department. Issuance of this license shall in no way relieve the Licensee of compliance with any and/or all applicable Village Codified Ordinances. This license is valid for the 2024 calendar year.

Danielle Sedillo-Molina

Village Clerk

06/06/2024

Date

**-DISPLAY IN A CONSPICUOUS PLACE-
NOT TRANSFERABLE**

losranchosnm.gov

VLR.BL.2024



411EQUI-01

RTOURVILLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2025

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

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

| | | | | | | | | | | | | | | | |
|--|--|--------------------------------------|---------------|---|--------------|--|--------------|--|--------------|---|--------------|---|--------------|--------------------|--|
| PRODUCER Charles L. Crane Agency Co. 400 Chesterfield Center Suite 100 Chesterfield, MO 63017 | CONTACT NAME: PHONE (A/C, No, Ext): (636) 537-5000 FAX (A/C, No): (636) 537-5009 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Travelers Indemnity Co of CT</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Co.</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER C : Travelers Prop Cas Co of Amer</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER D : Travelers Indemnity of America</td> <td style="text-align: center;">25666</td> </tr> <tr> <td>INSURER E : Transguard Ins Co of America</td> <td style="text-align: center;">28886</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Travelers Indemnity Co of CT | 25682 | INSURER B : Travelers Indemnity Co. | 25658 | INSURER C : Travelers Prop Cas Co of Amer | 25674 | INSURER D : Travelers Indemnity of America | 25666 | INSURER E : Transguard Ins Co of America | 28886 | INSURER F : | |
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| INSURER E : Transguard Ins Co of America | 28886 | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED 411 Equipment LLC 7324 4th St NW Los Ranchos, NM 87107 | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | | | | | | | | |
|---|---|------------------|----------|--------------------------|-------------------------|-------------------------|--|---|----|------------------|---|----|------------------|------------------------------|----|----------------|--------------------------------|----|------------------|------------------------|----|------------------|------------------------|----|------------------|--|----|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | Y6607T196352TCT24 | 8/9/2025 | 8/9/2026 | <table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td><td style="text-align: right;">100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td><td style="text-align: right;">5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table> | EACH OCCURRENCE | \$ | 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 100,000 | MED EXP (Any one person) | \$ | 5,000 | PERSONAL & ADV INJURY | \$ | 1,000,000 | GENERAL AGGREGATE | \$ | 2,000,000 | PRODUCTS - COMP/OP AGG | \$ | 2,000,000 | | \$ | |
| EACH OCCURRENCE | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 100,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ | 5,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ | 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$ | 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | AD5R4505152414 | 8/9/2025 | 8/9/2026 | <table style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>Physical Damage</td><td style="text-align: right;">\$</td><td></td></tr> </table> | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 | BODILY INJURY (Per person) | \$ | | BODILY INJURY (Per accident) | \$ | | PROPERTY DAMAGE (Per accident) | \$ | | Physical Damage | \$ | | | | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Physical Damage | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | CUP0P4186602414 | 8/9/2025 | 8/9/2026 | <table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table> | EACH OCCURRENCE | \$ | 1,000,000 | AGGREGATE | \$ | 1,000,000 | | \$ | | | | | | | | | | | | | |
| EACH OCCURRENCE | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below | | | UB0P4100842414G | 8/9/2025 | 8/9/2026 | <table style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td><td style="text-align: right;">500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td><td style="text-align: right;">500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td><td style="text-align: right;">500,000</td></tr> </table> | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | | | E.L. EACH ACCIDENT | \$ | 500,000 | E.L. DISEASE - EA EMPLOYEE | \$ | 500,000 | E.L. DISEASE - POLICY LIMIT | \$ | 500,000 | | | | | | | | | |
| <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | 500,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | 500,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | 500,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B | Garage Liability | | | AD5R4505152414 | 8/9/2025 | 8/9/2026 | \$1,000,000 EaAcc/Agg | 3,000,000 | | | | | | | | | | | | | | | | | | | | |
| E | Dealer Equipment in | | | IMP4002872 | 8/9/2025 | 8/9/2026 | Lieu Garage Keepers | 2,500,000 | | | | | | | | | | | | | | | | | | | | |

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

CERTIFICATE HOLDER**CANCELLATION**
 City of Santa Fe
 PO Box 909
 Santa Fe, NM 87504-0909

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

| | | |
|--|---|---|
| Print or type. <i>See Specific Instructions on page 3.</i> | <p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>411 Equipment LLC</p> <p>2 Business name/disregarded entity name, if different from above.</p> | |
| | <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S <i>Note:</i> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ </p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p> |
| | <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p> | |
| | <p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>7324 4th St NW</p> <p>6 City, state, and ZIP code</p> <p>Los Ranchos, NM 87107-6626</p> | <p>Requester's name and address (optional)</p> |
| | <p>7 List account number(s) here (optional)</p> | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | - | | - | | | | | | |
| | - | | - | | | | | | | |
| or | | | | | | | | | | |
| Employer identification number | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; text-align: center;">8</td> <td style="width: 5%; text-align: center;">4</td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; text-align: center;">2</td> <td style="width: 5%; text-align: center;">0</td> <td style="width: 5%; text-align: center;">7</td> <td style="width: 5%; text-align: center;">8</td> <td style="width: 5%; text-align: center;">0</td> <td style="width: 5%; text-align: center;">9</td> <td style="width: 5%; text-align: center;">8</td> </tr> </table> | 8 | 4 | - | 2 | 0 | 7 | 8 | 0 | 9 | 8 |
| 8 | 4 | - | 2 | 0 | 7 | 8 | 0 | 9 | 8 | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|--|----------------------|
| Sign Here | Signature of U.S. person <i>ShamDemera</i> | Date 10-02-25 |
|------------------|--|----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.


What's New


Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Signature: 
Daniel Garcia (Dec 23, 2025 13:40:56 MST)
Email: dagarcia@santafenm.gov

Signature: 
SCOTT OUDERKIRK (Dec 23, 2025 13:42:46 MST)
Email: slouderkirk@santafenm.gov











GB-200-411 Equipment LLC


Final Audit Report

2026-01-12


| | |
|-----------------|--|
| Created: | 2026-01-02 |
| By: | ALYSSA PEREZ (aeperez@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA_ms2VQxJ9CrYDE5wChSPDrRG-aXLKRX8 |

"GB-200-411 Equipment LLC" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
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-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2026-01-02 - 5:56:31 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2026-01-05 - 8:07:06 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2026-01-05 - 8:07:46 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2026-01-05 - 8:07:49 PM GMT
-  Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
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-  Document emailed to Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov) for signature
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-  Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
Signature Date: 2026-01-12 - 4:01:31 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-01-12 - 4:01:34 PM GMT

 Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2026-01-12 - 6:24:30 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2026-01-12 - 6:24:30 PM GMT