

## The Purchasing Memo

**Date:** December 29, 2025

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

**From:** Leroy Alvarado Operations Superintendent LeRoy Alvarado  
LeRoy Alvarado (Dec 29, 2025 14:06:49 MST)

**Via:** Michael Dozier, Wastewater Management Division Director 

**Via:** Jesse Roach, Acting Public Utilities Department Director 

**Subject:** Refurbishment of No.2 & No.3 Belt Filter Presses

**Vendor Name:** Andritz Separation Inc.

**Munis Vendor Number:** 3122

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### ITEM AND ISSUE:

The Wastewater Management Division respectfully requests your review and approval of this General Services Contract between City of Santa Fe and Andritz Separation, Inc. to refurbish No.2 & No.3 Belt filter presses. The compensation total amount of \$771,319.52 including tax on labor for a term of 2 years.

Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of \$771.320 from WW Enterprise fund to WIP Construction.

**CONTRACT NUMBER:** 3260277

### BACKGROUND AND SUMMARY:

In the recent past a maintenance service was performed on all three presses by Andritz service technicians. During this service visit the units were inspected, and minor repairs were completed. Findings from the inspection confirmed that major repairs were needed for all three units due to the lack of maintenance. The Wastewater Management Division (WWMD) is deciding to focus repairs on units No.2 and no.3 because of the similarity of construction (installation date 2018). No.1 is original equipment (installation date 2007). The WWMD will be evaluating other technologies to possibly replace No.1 press. It is in the best interest of the City of Santa Fe to thoroughly service these two belt filter presses through the original manufacturer of the equipment to ensure that there are no major issues during the rehabilitation of these units. If the wastewater treatment plant personnel are unable to operate these belt filter presses, this can create a backlog of biosolids. This backlog can bottleneck the treatment process that must waste (remove) a portion of biosolids every day out of the treatment stream to ensure proper treatment concentrations. Failing this process allows solids to exit the plant in the effluent and causes regulatory compliance violations and potentially a health and safety hazard to the public and environment. This work is part of the short-term goals that are being addressed in response to the administrative order submitted by the United State Environmental Protection Agency Docket Number: CWA-06-2024-1765; NPDES Permit Number: NM0022292

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

**FUNDING SOURCE:**

**Fund Name/Number:** WW Enterprise/500

**Munis Org Name/Number:** WW – Capital Projects 5000375

**Munis Object Name/Number:** WIP Const/572970

**Budget Officer / Designee:** Andy Hopkins **Date:** 01/15/2026

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

**PROCUREMENT METHOD:**

The procurement method used was NMSA 1978, Section 13-1-102, ITB

**Chief Procurement Officer (CPO)/Designee:** JoAnn Lovato Montano **Date:** 01/15/2026

**CPO Comment/Exceptions:** ITB# 26024

**ASSOCIATED APPROVALS:**

**IT Components included?**  Yes |  No

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

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

**Treasury/Point of Sale Components included?**  Yes |  No

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

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

**Vehicles included?**  Yes |  No

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

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

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

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

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

**Is this an externally funded purchase?**  Yes |  No

**If yes, what is the issuing agency:** \_\_\_\_\_

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

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

**Is this a Capital Asset or Project?**  Yes |  No

**Project Ledger Number:** n/a

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

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**ATTACHMENTS:**

Rate sheet

COI

Contract

Determination

**CITY OF SANTA FE  
 GENERAL SERVICES CONTRACT**

**BELT FILTER PRESSES REFURBISHMENT**

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Andritz Separation, Inc.** herein after referred to as the "Contractor."

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

**1. Definitions**

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

**2. Scope of Work**

The Contractor shall perform the following work: **See Exhibit A**

**3. Compensation**

- A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit B.

For the services described in the scope of work, the City agrees pay the Contractor	\$ <u>755,228.00</u>
The services in the contract include GRT. The GRT on this contract at 8.1875% equals	+ \$ <u>44,573.08</u>
The total compensation for the contract including GRT is	= \$ <u>799,801.08</u>

- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

4. **Term**

**THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY.**

This Contract shall terminate two (2) year from the date of final signature unless terminated pursuant to Paragraph 4 (Termination) or Paragraph 5 (Appropriations).

5. **Default and Force Majeure**

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

6. **Termination**

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

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

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

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

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

## 7. **Amendment**

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

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

## 8. **Status of Contractor**

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

## 9. **Assignment**

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

## 10. **Subcontracting**

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

## 11. **Non-Collusion**

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

## **12. Inspection of Plant**

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

## **13. Commercial Warranty**

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

## **14. Condition of Proposed Items**

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

## **15. Records and Audit**

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

## **16. Appropriations**

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

## **17. Release**

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

## **18. Confidentiality**

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

## **19. Conflict of Interest**

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

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

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

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

## **20. Approval of Contractor Representatives**

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

## **21. Scope of Contract; Merger**

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

All terms and conditions of the ITB and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

## **22. Notice**

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

**23. Equal Opportunity Compliance**

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

**24. Indemnification**

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

**25. New Mexico Tort Claims Act**

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

**26. Applicable Law**

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

**27. Limitation of Liability**

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

**28. Incorporation by Reference and Precedence**

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

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

## **29. Workers' Compensation**

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

## **30. Inspection**

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

## **31. Inspection of Services**

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

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
  - i. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
  - ii. reduce the contract price to reflect the reduced value of the services performed.

- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:
- iv) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - v) terminate the contract for default.

### **32. Insurance**

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

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

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

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

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

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

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

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

### **35. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

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

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

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

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

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

### **37. Survival**

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

### **38. Disclosure Regarding Responsibility**

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

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

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

became erroneous by reason of changed circumstances.

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

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

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

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

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

### **40. Notification**

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

<b>To the City:</b> Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	LeRoy Alvarado Wastewater Management Division 73 Paseo Real Santa Fe, NM 87507 lmalvarado@santafenm.gov	<b>To the Contractor:</b> Andritz Separation Inc. Robert King, Senior Vice President 1010 Commercial Blvd South Pittsburg, TX 75686 Robert.king@andritz.com
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Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

**41. Succession**


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

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

City of Santa Fe:

Contractor:

\_\_\_\_\_

  
Robert King (Dec 29, 2025 13:04:35 EST)  
\_\_\_\_\_  
Robert King, Sr. Vice President

MAYOR

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

Date: Dec 29, 2025

NMBTIN: \_\_\_\_\_

Attest:

\_\_\_\_\_  
GERALYN CARDENAS, INTERIM CITY CLERK

Approved to form and legal sufficiency by:

**Marcos Martínez**  
Ma rc os Martínez (Dec 29, 2025 11:05:13 M5 T)  
\_\_\_\_\_  
MARCOS MARTÍNEZ, SENIOR ASSISTANT CITY ATTORNEY

Approved for Finances:

01/15/2026  
\_\_\_\_\_

*BALAN MOYA*  
\_\_\_\_\_  
Finance Director

# Exhibit A

The City of Santa Fe, New Mexico owns and operates three (3) 2-meter Andritz belt filter presses (BFP) to dewater sanitary sewage sludge prior to landfilling or composting for disposal. Two (2) of the three (3) BFPs are in need of rebuilding and rehabilitating in areas identified by Andritz technicians.

All parts and lubricants provided shall be OEM compliant and supplied by the equipment manufacturer. Aftermarket or generic parts shall not be accepted. The sourcing of all parts provided for this project shall be submitted to the Department Contact for verification and approval prior to ordering.

Owner's responsibilities:

- Owner shall be responsible for removal of walkways, grating and other interferences to provide access to the BFPs.
- No work shall be done to the frame. After disassembly of BFPs onsite, Owner shall be responsible to address any corrosion on frame, if needed, such as cold galvanizing contaminated areas.
- Owner shall be responsible for power washing and cleaning of sludge from the BFPs prior to work.
- Owner shall be responsible for disconnecting and reconnection of all utilities from the BFPs such as sludge, water, drains, compressed air and electrical services.

Contractor's responsibilities:

- Contractor shall be responsible for proper cleaning and gathering of all trash, replacement parts, used oil and grease as it pertains to the work being performed by Contractor personnel and placing it in Owners designated area or dumpster. Owner is responsible for coordinating all disposal.
- Contractor shall prepay for shipping of rolls and components to and from Andritz service center to be refurbished to OEM spec for second rebuild or for the new rollers and components needed. Shipping is to be pre-paid and added to the invoice as a separate line item to be paid for by the Department.
- Contractor to provide (2) service technicians to be onsite for fifteen (15) days, five (5) days to disassemble existing BFP, ten (10) days to reassemble and start up to check the electrical and pneumatic systems for proper operation.
- Contractor will provide forklift, as needed

The following items shall be supplied and installed during the refurbishment of each BFP:

- Depending on the condition of the rollers at time of inspection - Complete set of new rollers and bearing housings supplied for entire BFP.
- All rollers and bearing housings will be coated to OEM specifications.
- Sidewall seals
- Headbox seal
- Set of dewatering belts
- Plow chicanes
- Wear strips (gravity and wedge zone)
- Upper and lower shower seals
- Shower pipes

- Doctor blades
- Hydraulic cylinders for tension assembly
- Hydraulic cylinders for tracking assemblies
- Tracking control valve and paddles
- Garmotor
- E-stop and limit switches
- Retrofitted with hydraulic lines and fittings

Site Work for each BFP:

- BFPs will be disassembled and then reassembled onsite in Santa Fe.
- Rollers shall be inspected by factory trained technicians. Rollers found needing additional repairs (such as machining of roller journals) will be photographed, documented and approved by the Department for additional repairs provided.
- Depending on inspection - Rollers & Bearing Housing from BFPs in need of refurbishing will be stripped and re-coated according to OEM specifications.
- Drive and tracking will have new rubber coating, the s-rolls will be Rilsan coated per OEM specification. New seals and bearings will be supplied.

## EXHIBIT B

Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1		Rebuilding and rehabilitating Andritz belt filter press with hydraulic upgrade.	2	Lump Sum	\$272,202.00	\$544,404.00
2		New set of rollers with bearings and housings.	1	Lump Sum	\$165,125.00	\$165,125.00
3		Refurbish Set of Rollers with New Bearings, recoat rollers, refurbish bearing housings.	1	Lump Sum	\$45,374.00	\$45,374.00
4		Forklift	1	Daily	\$325.00	\$325.00
<b>Total</b>					<b>\$755,228.00</b>	



City of Santa Fe, NM

# Purchasing

Travis Dutton-Leyda, Chief Procurement Officer  
200 Lincoln Avenue, Santa Fe, NM 87501

## EVALUATION TABULATION

ITB No. 26024

### Sewage Sludge Belt Filter Press

RESPONSE DEADLINE: October 21, 2025 at 2:00 pm

Report Generated: Monday, December 29, 2025

#### SELECTED VENDOR TOTALS

Vendor	Total
Andritz Separation, Inc.	\$0.00
GSM Engineered Fabrics LLC	\$0.00

TABLE 1

Selected	Line Item	Description	Quantity	Unit of Measure	Andritz Separation, Inc.		GSM Engineered Fabrics LLC	
					Unit Cost	Total	Unit Cost	Total
	1	Rebuilding and rehabilitating Andritz belt filter press with hydraulic upgrade.	2	Lump Sum	\$272,202.00	\$544,404.00	\$87,656.50	\$175,313.00
	2	New set of rollers with bearings and housings.	1	Lump Sum	\$165,125.00	\$165,125.00	\$178,094.00	\$178,094.00
	3	Refurbish Set of Rollers with New Bearings, recoat rollers, refurbish bearing housings.	1	Lump Sum	\$45,374.00	\$45,374.00	\$90,333.00	\$90,333.00
	4	Forklift	1	Daily	\$325.00	\$325.00	\$6,500.00	\$6,500.00
Total						\$0.00		\$0.00

EVALUATION TABULATION  
ITB No. 26024  
Sewage Sludge Belt Filter Press

---

TABLE 2

			Andritz Separation, Inc.	GSM Engineered Fabrics LLC
Line Item	Description	Unit of Measure	Percentage	Percentage
5	Discount off parts needed during rebuilding and rehabilitating BFPs - If no discount, then enter "0".	Discount	10%	0%

**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [MACALLISTER, LINDA M. \(Contractor\); Purchasing DEF](#)  
**Cc:** [ALVARADO, LEROY M.](#); [HEERBRANDT, PAUL F.](#)  
**Subject:** Re: follow up// DETERMINATION REQUEST- Belt Filter Press Rehab Project  
**Date:** Friday, September 5, 2025 12:08:26 PM  
**Attachments:** [Outlook-CITY LOGO .png](#)  
[image001.png](#)  
[Outlook-yrgu24rm.png](#)  
[Outlook-Chart, tex](#)

---

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](mailto:mloehman@horizonsofnewmexico.org)) **if** this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-Treasury (Point of Sale Systems) – questions: [drsena@santafenm.gov](mailto:drsena@santafenm.gov); [clromero@santafenm.gov](mailto:clromero@santafenm.gov). Request signature from: [clromero@santafenm.gov](mailto:clromero@santafenm.gov)

-IT components (everything IT) – questions: [ereview@santafenm.gov](mailto:ereview@santafenm.gov). Request signature from: [edcandelaria@santafenm.gov](mailto:edcandelaria@santafenm.gov);  
Copy: [xzdushdurova@santafenm.gov](mailto:xzdushdurova@santafenm.gov); [lenobes@santafenm.gov](mailto:lenobes@santafenm.gov); [lfworstell@santafenm.gov](mailto:lfworstell@santafenm.gov)

-Vehicles – questions: [fleet@santafenm.gov](mailto:fleet@santafenm.gov). Request signature from: [dmjaramillo@santafenm.gov](mailto:dmjaramillo@santafenm.gov)

-Grants – questions: [grants@santafenm.gov](mailto:grants@santafenm.gov). Request signature from: [evlujan@santafenm.gov](mailto:evlujan@santafenm.gov)

- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: [fmdreview@santafenm.gov](mailto:fmdreview@santafenm.gov). Request signature from: [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov) \_

-Emergency Related Purchases – questions [oem@santafenm.gov](mailto:oem@santafenm.gov)and. Request signature from: [bgwilliams@santafenm.gov](mailto:bgwilliams@santafenm.gov)

-Asset over \$5k – questions: [accountspayable@santafenm.gov](mailto:accountspayable@santafenm.gov). Request signature from: [jxbolden@santafenm.gov](mailto:jxbolden@santafenm.gov)

- Ensure that the appropriate templates and forms are used [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1) and documented [procedures/laws/rules](#) are followed. \_
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per

NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**  
It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - [Pavilion: Free Cooperative Contract Search for Governments](#) (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via [Submit Purchase Requests](#) or the appropriate email address:
  - Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
  - All other requests to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

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



[Book time to meet with me](#)

Regards,

Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

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

[Current] <https://santafenm.munisservice.com/vss/>

[Transitioning] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: [https://intranet.santafenm.gov/central\\_purchasing\\_division\\_cpd](https://intranet.santafenm.gov/central_purchasing_division_cpd)



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

---

**From:** MACALLISTER, LINDA M. (Contractor) <Immacallister@santafenm.gov>  
**Sent:** Friday, September 5, 2025 11:22 AM  
**To:** Purchasing DET <purchasing\_det@santafenm.gov>  
**Cc:** ALVARADO, LEROY M. <Imalvarado@santafenm.gov>; HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>  
**Subject:** follow up// DETERMINATION REQUEST- Belt Filter Press Rehab Project

Hello Travis,

Looking for a status on the determination for (Belt Filter Press)....

Thanks,

*Linda MacAllister*

Contract Specialist  
City of Santa Fe Waste Water/Purchasing  
Cell: 505-577-6731



---

**From:** HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>  
**Sent:** Friday, August 29, 2025 1:02 PM  
**To:** Purchasing DET <purchasing\_det@santafenm.gov>  
**Cc:** MACALLISTER, LINDA M. (Contractor) <Immacallister@santafenm.gov>  
**Subject:** Belt Filter Press Rehab Project

We'll be doing an ITB.

Thanks



P. Fred Heerbrandt, P.E.  
Engineer Supervisor Wastewater  
City of Santa Fe  
505-955-4623

[pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov)



Log # {Finance use only}	
Journal # {Finance use only}	

## City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Public Utilities/Wastewater					DATE 8/11/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
WW CAPITAL PROJECTS/WIP CONSTRUCTION	5000375	572970		\$ 771,320		
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 771,320	\$ -	
To increase account 572970 for ANDRTIZ. Plese see memo for detail and please add ANDRTIZ for posting of BAR				<i>{Complete section below if BAR results in a net change to ANY Fund}</i>		
				Fund(s) Affected	Fund Balance Increase/(Decrease)	
				500	(771,320)	
				<b>TOTAL:</b> (771,320)		
Linda MacAllister	11/26/2025	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>		<i>Andy Hopkins</i>		01/15/2026
Prepared By <i>{print name}</i>	Date	<b>CITY COUNCIL APPROVAL</b>		Budget Officer		Date
		City Council				
Division Director Signature <i>{optional}</i>	Date	Approval Date		Finance Director <i>{ ≤ \$5,000}</i>		Date
		Agenda Item #:				
Department Director Signature	Date			City Manager <i>{ ≤ \$60,000}</i>		Date



**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [SANCHEZ, KATHY S.](#)  
**Cc:** [PEREZ, ALYSSA E. \(Contractor\)](#); [MACALLISTER, LINDA M. \(Contractor\)](#)  
**Subject:** RE: Comment Added by Travis Dutton-Leyda (2026-495-Request)  
**Date:** Tuesday, January 13, 2026 5:21:21 PM  
**Attachments:** [image003.png](#)  
[image005.png](#)  
[image006.png](#)

---

Kathy,

Based on my review of the ITB, bidder correspondence, and the facts presented, this serves as my official determination.

The ITB explicitly required OEM parts and manufacturer-trained and certified personnel. These requirements were clearly stated in the specifications. The apparent low bidder did not object to, protest, or challenge these requirements during the solicitation process. While the bidder submitted questions, those questions were addressed, and the OEM requirements were reaffirmed prior to bid submission.

Despite this, the bidder elected to submit a bid that did not comply with the OEM requirements and subsequently took exceptions to the specifications after bid opening. Taking exceptions at the time of award renders the bid non-responsive and cannot be cured after opening.

While it is always appropriate for departments to thoroughly evaluate available alternatives during the specification-development phase, including determining whether “equal or better” products or services may be acceptable, those determinations must be made and reflected in the solicitation prior to issuance. In this case, the ITB was written as a brand-name requirement with no approved equals.

Accordingly, non-OEM or aftermarket parts cannot be considered at the award stage. Based on the information provided, rejection of the apparent low bid as non-responsive and proceeding with award to the responsive bidder is appropriate and consistent with procurement requirements.

Regarding the contract term, I concur with Marcos that a two-year contract term is permissible.

Thank you.

Regards,

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



[Book time to meet with me](#)

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

Vendor Registration Sites and Current Procurement Opportunities:

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

[We Are Live With OpenGov] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: [https://intranet.santafenm.gov/central\\_purchasing\\_division\\_cpd](https://intranet.santafenm.gov/central_purchasing_division_cpd)



CITY OF SANTA FE  
**FINANCE**

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

---

**From:** SANCHEZ, KATHY S. <kssanchez@santafenm.gov>

**Sent:** Monday, January 12, 2026 1:12 PM

**To:** DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; MACALLISTER, LINDA M. (Contractor) <Immacallister@santafenm.gov>

**Cc:** PEREZ, ALYSSA E. (Contractor) <aeperez@santafenm.gov>

**Subject:** RE: Comment Added by Travis Dutton-Leyda (2026-495-Request)

Travis, just bringing this up to the top of your list.

Kathy

---

**From:** SANCHEZ, KATHY S.

**Sent:** Thursday, January 8, 2026 5:03 PM

**To:** DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>; MACALLISTER, LINDA M. (Contractor) <[Immacallister@santafenm.gov](mailto:Immacallister@santafenm.gov)>

**Cc:** PEREZ, ALYSSA E. (Contractor) <[aeperez@santafenm.gov](mailto:aeperez@santafenm.gov)>

**Subject:** RE: Comment Added by Travis Dutton-Leyda (2026-495-Request)

Travis, the Department made the decision to not allow aftermarket or generic parts when drawing up the specifications for this critical piece of equipment that the Department cannot afford to have break down. The specifications required OEM parts and personnel trained by the manufacturer to repair the equipment.

The low bidder asked this question: *We noticed in the intent to BID that Andritz technicians have been on site to inspect the equipment. This is a basic rebuild since the frame is not being removed. GSM is currently rebuilding several customer belt presses that are the same generation / model as the ones Santa-Fe has in operation. Is there a way to get the*

scope of work more defined, was there any discussions about going back with upgraded components instead of the original outdated items which will give better performance and life expectancy?

I responded with: The scope of work discusses refabricating parts and providing new parts for the equipment rebuild. You may use all new parts, if you choose to accomplish the rebuild in this manner. All parts must be OEM, as also stated in the scope.

The low bidder did not protest the specifications nor say the specifications restricted the bid. Instead, they bid 3<sup>rd</sup> party parts instead of OEM parts. When Fred was going to award to this vendor, he sent the following email for verification:

On Mon, Nov 3, 2025 at 1:32 PM HEERBRANDT, PAUL F.

<[pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov)> wrote:

Good Morning, Mr. Helin,

Your company, GSM Engineered Fabrics, LLC, is the apparent low bidder for this procurement.

We are contacting you to determine if your bid is compliant with the specifications contained in the ITB documents. The specs state:

Technicians performing the assembly and disassembly of the presses shall be factory trained by Andritz on the maintenance of the 2-meter Andritz CPF 2.0M SMX-S8 Belt Filter Press model. Technicians shall also be certified by the manufacturer for warranty work on these units.

-

The specs also states:

-

All parts and lubricants provided shall be OEM compliant and supplied by the equipment manufacturer. Aftermarket or generic parts shall not be accepted. Invoices showing the source of all parts provided for this project shall be submitted to the Procurement Manager for verification.

-

Please provide a Certification Statement, or invoices, from the company owner or manager stating that your bid complies with these two sections of the specifications. If the purchasing department determines that the bid is compliant with the specifications, a contract will be forwarded to you for execution. Please provide the name and email of the person responsible for executing the contract, so that it can be forwarded directly to them for review and signature.

Thank you for participating in this procurement.

Fred

The low bidder responded with the attached letter. The bid had already been opened and then, at time of award, they take exceptions to the bid specifications. Based on all the above, the low bidder did not submit a responsive bid, and I instructed the Department to proceed with

the award to the only other bidder.

Is this enough information to get a determination to “reject” the low bid?

I am also going to send an email to Legal about issuing a two-year contract instead of a one-year contract. I will keep you informed about the term.

Kathy

---

**From:** DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>  
**Sent:** Thursday, January 8, 2026 2:14 PM  
**To:** MACALLISTER, LINDA M. (Contractor) <[lmmacallister@santafenm.gov](mailto:lmmacallister@santafenm.gov)>  
**Cc:** PEREZ, ALYSSA E. (Contractor) <[aeperez@santafenm.gov](mailto:aeperez@santafenm.gov)>; SANCHEZ, KATHY S. <[kssanchez@santafenm.gov](mailto:kssanchez@santafenm.gov)>  
**Subject:** RE: Comment Added by Travis Dutton-Leyda (2026-495-Request)

Linda

That needs to be documented in the file as a CPO award determination. Here are the supporting statute and rule:

**13-1-108. Competitive sealed bids; award.**

A contract solicited by competitive sealed bids shall be awarded with reasonable promptness by written **notice to the lowest responsible bidder**. Contracts solicited by competitive sealed bids shall require that the bid amount exclude the applicable state gross receipts tax or applicable local option tax but that the contracting agency shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.

And

**1.4.1.71 REJECTION OF INDIVIDUAL *BIDS* OR PROPOSALS:**

**A. Reasons for rejection:**

**(1) Bids.** As used in this section, "bid" means competitive sealed bids. Reasons for rejecting a bid shall include but are not limited to:

**(a)** the business that submitted the bid is nonresponsible as determined under [1.4.1.73](#) NMAC of this rule;

**(b)** the bid is not responsive; or

**(c)** the service, construction, or item of tangible personal property offered in the bid is unacceptable by reason of its failure to meet the requirements of the specifications, or permissible alternates, or other acceptability criteria set forth in the IFB.

**(2) Proposals.** As used in this section, "proposal" means competitive sealed proposals. Unless the solicitation states otherwise, proposals need not be unconditionally accepted without alteration or correction and a using agency's stated requirements may be revised or clarified after proposals are submitted. This flexibility must be considered in determining whether

reasons exist for rejecting all or any part of a proposal. Reasons for rejecting proposals include but are not limited to:

- (a) the business that submitted the proposal is nonresponsible as determined under [1.4.1.75](#) through [1.4.1.79](#) NMAC of this rule;
- (b) the proposal is not responsive; or
- (c) the proposed price is clearly unreasonable; or
- (d) the proposal failed to adequately address one or more material mandatory requirements as set forth in the request for proposals.

**B. Written determination required:** A written determination which contains the reasons for the rejection of an individual bid or proposal shall be prepared by the state purchasing agent or central purchasing office and made a part of the procurement file.

Thanks,  
Travis

---

**From:** MACALLISTER, LINDA M. (Contractor) <[lmacallister@santafenm.gov](mailto:lmacallister@santafenm.gov)>  
**Sent:** Thursday, January 8, 2026 1:45 PM  
**To:** DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>  
**Subject:** RE: Comment Added by Travis Dutton-Leyda (2026-495-Request)

**Linda MacAllister**

1/8/26 at 1:43pm

Travis, This was a sole source originally and now an ITB per your request and the reason we picked Andritz is because they meet the OEM compliant criteria. Basically, the ITB asked for manufacturing parts and only Andritz has that criteria...

---

**Put On Hold**

Travis Dutton-Leyda on 1/8/26 at 1:22pm

*Thank you.*

*Linda MacAllister*

Contract Specialist  
City of Santa Fe Waste Water/Purchasing  
Cell: 505-577-6731



**From:** OpenGov Procurement Notifications <[procurement-notifications@opengov.com](mailto:procurement-notifications@opengov.com)>

**Sent:** Thursday, January 8, 2026 1:10 PM

**To:** MACALLISTER, LINDA M. (Contractor) <[Immacallister@santafenm.gov](mailto:Immacallister@santafenm.gov)>

**Subject:** Comment Added by Travis Dutton-Leyda (2026-495-Request)

**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.

OpenGov Procurement Logo



Hi Linda,

Travis Dutton-Leyda left the following comment on Request [2026-495-Request](#):

@Linda, why are you awarding the higher of the 2 vendors?

[View Request](#)

Questions? We're happy to help! Please do NOT respond to this email and instead reach us  
at [procurement-support@opengov.com](mailto:procurement-support@opengov.com).









# Urgent-GB-550-Andritz

Final Audit Report

2026-01-15

Created:	2026-01-15
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAA2uD4vwCZ826lJg3JaGXpjM6RDe1f2ACZ

## "Urgent-GB-550-Andritz" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)  
2026-01-15 - 3:08:47 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature  
2026-01-15-3:11:07 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2026-01-15 - 4:38:22 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2026-01-15 - 4:38:56 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato Udlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2026-01-15 - 4:38:58 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2026-01-15 - 4:57:26 PM GMT- IP address: 98.97.114.54
-  Email viewed by JoAnn Lovato Udlovato@santafenm.gov)  
2026-01-15 - 7:39:58 PM GMT- IP address: 63.232.20.2
-  Document declined by JoAnn Lovato Udlovato@santafenm.gov)  
Decline reason: Missing Horizons declination.  
2026-01-15 - 7:44:19 PM GMT- IP address: 63.232.20.2



## 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>