



AGENDA

SWMA JOINT POWERS BOARD
APRIL 21, 2022
5:00 PM
ATTEND VIRTUALLY



SPECIAL PROCEDURES FOR SOLID WASTE MANAGEMENT AGENCY JOINT POWERS BOARD MEETING

Due to the COVID-19 coronavirus, members of the public are encouraged to attend the Joint Powers Board meeting via Cisco WebEx video conferencing.

Join by WebEx Meeting Link using a computer/laptop/smartphone:

<https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.my/j.php?MTID=m72ad3357eebf8b82927886f75fda1eca>

Join by Telephone or Mobile Device: (415) 655-0001

Meeting Number (Access Code): 2559 226 2905

Meeting Password: 652 76 785

The agenda and packet for the meeting will be posted at santafe.primegov.com/public/portal.

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **APPROVAL OF AGENDA**
- IV. **APPROVAL OF MINUTES : Regular Meeting - March 17, 2022**
 - a. Minutes Regular Meeting – March 17, 2022
- V. **MATTERS FROM THE PUBLIC**
- VI. **APPROVAL OF CONSENT CALENDAR**
- VII. **CONSENT CALENDAR**
 - A. Request for Approval of Amendment No. 1 to the Services Agreement with Pro-Motion Transportation, LLC of Espanola, NM, for Glass Hauling Services for the Buckman Road Recycling and Transfer Station (ITB No. '22/28/B); and



AGENDA

SWMA JOINT POWERS BOARD
APRIL 21, 2022
5:00 PM
ATTEND VIRTUALLY



1. Increase the Compensation by \$10,750 for a Total Amount Not to Exceed \$146,450.
- B. Request for Approval of Amendment No. 2 to the Services Agreement with Natural Evolution, Inc. of Tulsa, OK, for Electronic Waste Recycling Services at the Buckman Road Recycling and Transfer Station (RFP No. '20/35/P); and
 1. Increase the Compensation by \$30,000 for a Total Amount Not to Exceed \$125,000.
- C. Request for Approval to Repair Unit 1324 (Caterpillar 623G Caterpillar Wheel Tractor-Scraper) by Wagner Equipment Company of Albuquerque, NM, under ITB No. '20/27/B in the Amount of \$152,893.84; and
 1. Approval of Budget Increase to 8100851.520400 (Repair & Maintenance of Equipment and Machinery) from 810.100700 (Operating Fund Cash Balance) in the Amount of \$152,893.84.
- D. Request for Approval to Purchase a John Deere 5090E Cab Utility Tractor and HX7 Lift-Type Rotary Cutter from Desert Greens Equipment, Inc of Albuquerque, NM, under New Mexico - NASPO Value Point Ground Maintenance Equipment Contract No. 10-00000-20-00037 in the Amount of \$66,275.09.
 1. Approval of Budget Increase to 8100851.570500 (Capital Outlay – Equipment and Machinery) from 811.100700 (Equipment Replacement Reserve Fund) in the Amount of \$66,275.09.
- E. Request for Approval of Sole Source Vendors.
 1. Andela Products, Ltd., Richfield Springs, NY
 2. Bandit Industries, Remus, MI
 3. CP Manufacturing, Inc., San Diego, CA
 4. Mega Corporation, Albuquerque, NM
 5. Tarpomatic, Inc., Canton, OH
 6. Van Dyk Baler Corp. (Van Dyk Recycling Solutions), Stamford, CT

VIII. **MATTERS FROM THE EXECUTIVE DIRECTOR**

- A. A. Presentation, Discussion and Possible Action on the Fiscal Year 2022-2023 Proposed Budget.

IX. **MATTERS FROM STAFF - AGENCY, CITY, COUNTY**

- A. Danita Boettner, P.E., Landfill Manager, Santa Fe Solid Waste Management Agency.
- B. Shirlene Sitton, Division Director, City of Santa Fe Environmental Services Division.
- C. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works.



AGENDA

SWMA JOINT POWERS BOARD
APRIL 21, 2022
5:00 PM
ATTEND VIRTUALLY



D. Caitlin Weber, Sustainability Specialist, Santa Fe County Community Development.

X. **MATTERS FROM THE BOARD**

XI. **NEXT MEETING: Thursday, May 19, 2022**

XII. **ADJOURNMENT**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD
THURSDAY, MARCH 17, 2022, 5:00 PM
ATTENDED VIRTUALLY**

I. CALL TO ORDER

The meeting of the Santa Fe Solid Waste Management Agency was called to order by Commissioner Anna Hansen, Chair, at 5:10 pm, on Thursday, March 17, 2022, and was attended virtually.

II. ROLL CALL

MEMBERS PRESENT

Commissioner Anna Hansen, Chair
Commissioner Hank Hughes
Commissioner Anna Hamilton
Councilor Michael Garcia

MEMBERS ABSENT

Councilor Christopher Rivera, Excused

OTHERS PRESENT

Randall Kippenbrock, Executive Director, SWMA
Danita Boettner, SWMA
Shirlene Sitton, City of Santa Fe, Environmental Services
Les Francisco, Santa Fe County, Solid Waste Superintendent
Emily Pisula, SWMA
Nancy Long, Attorney
Ernestina Baca, SWMA
Caitlin Weber, Santa Fe County, Sustainability Specialist
Yvonne Herrera, Santa Fe County
Elizabeth Martin, Stenographer

III. APPROVAL OF AGENDA

MOTION A motion was made by Commissioner Hughes, seconded by Commissioner Hamilton, to approve the agenda as presented.

VOTE The motion was passed on a roll call vote as follows:

Chair Hansen, yes; Commissioner Hughes, yes; Councilor Garcia, yes;
Commissioner Hamilton, yes.

**IV. APPROVAL OF MINUTES
FEBRUARY 17, 2022**

MOTION A motion was made by Commissioner Hamilton, seconded by
Commissioner Hughes, to approve the minutes as presented.

VOTE The motion was passed on a roll call vote as follows:

Chair Hansen, yes; Commissioner Hughes, yes; Councilor Garcia, yes;
Commissioner Hamilton, yes.

V. MATTERS FROM THE PUBLIC

None.

VI. APPROVAL OF CONSENT CALENDAR

Chair Hansen, on the recommendation of Attorney Nancy Long, pulled item VII C
from the Consent Calendar for discussion and vote.

MOTION A motion was made by Commissioner Hamilton, seconded by
Commissioner Hughes, to approve the consent calendar as amended.

VOTE The motion was passed on a roll call vote as follows:

Chair Hansen, yes; Commissioner Hughes, yes; Councilor Garcia, yes;
Commissioner Hamilton, yes.

VII. CONSENT CALENDAR

- A. REQUEST FOR APPROVAL TO AWARD ITB NO. '22/28/B - GLASS
HAULING SERVICES FOR THE BUCKMAN ROAD RECYCLING AND
TRANSFER STATION - TO PRO-MOTION TRANSPORTATION, LLC OF
ESPANOLA, NM, IN THE AMOUNT OF \$135,700; AND**
- 1. APPROVAL OF BUDGET INCREASE TO 8100852.510310
(SERVICE CONTRACTS) FROM 810.100700 (OPERATING FUND
CASH BALANCE) IN THE AMOUNT OF \$39,825.**

Approved on consent.

- B. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE SERVICES AGREEMENT WITH PAYNE’S NURSERY AND GREENHOUSES, INC. OF SANTA FE, NM, FOR COMPOSTING OPERATION, MARKETING, AND SALES AT THE CAJA DEL RIO LANDFILL (RFP NO. ‘19/20/P); AND**
- 1. EXTEND THE TERM OF THE AGREEMENT THROUGH MARCH 21, 2023.**
 - 2. AMEND THE COMPENSATION OF THE AGREEMENT TO INCLUDE THE USE OF A 5,000-GALLON WATER WAGON AT \$1,000 PER YEAR.**

Approved on consent.

- C. REQUEST FOR APPROVAL OF RESOLUTION 2022-_____, A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY.**

Ms. Long said the Resolution in your packet is substantially the same as last year’s Resolution, including the allowance for remote meetings. She recommends approval.

Chair Hansen asked if there is a possibility we may return to meeting in person.

Ms. Long said we follow the Attorney General’s guidelines on that issue. She has not heard of any change at this time.

MOTION A motion was made by Commissioner Hughes, seconded by Commissioner Hamilton, to approve the Resolution.

VOTE The motion was passed on a roll call vote as follows:

Chair Hansen, yes; Commissioner Hughes, yes; Councilor Garcia, yes; Commissioner Hamilton, yes.

VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

Mr. Kippenbrock said we are having our Trash Amnesty event on April 23, 2022, in conjunction with the City’s Spring Clean Up event. On the first weekends of April, May and June, we will be taking green waste, and on the first weekend of every month we will be taking tires.

Mr. Kippenbrock continued, saying, we submitted an application to the New Mexico Environment Department, related to the Volkswagen settlement, to convert three of our trucks to CNG (Compressed Natural Gas). We will keep the Board apprised. He said we noted in our application that we need to have Board approval to move forward if it is approved by the Environment Department. It is our hope to get two conversions out of the three we asked for.

Mr. Kippenbrock said at our next meeting we will be introducing our Fiscal Year 2023 Budget and then will bring our fiscal budget back to the Board.

Commissioner Hughes said he noticed yesterday that the bill he received went up from \$90.00 to \$130.00. He lives in Eldorado. He asked if this is related to the new fee schedule.

Mr. Kippenbrock noted the billing Commissioner Hughes is referring to is a ninety day bill. Mr. Kippenbrock lives in Rancho Viejo. His bill for one month went from \$24.00 to \$29.00.

Chair Hansen said she recommended to Las Campanas to negotiate with several haulers to get a better rate. They did that and were successful.

Commissioner Hughes said Eldorado did not negotiate at the time. Maybe we will do that with our contract.

Mr. Kippenbrock said try to do your contract through your HOA as a group.

IX. MATTERS FROM STAFF - AGENCY, CITY, COUNTY

A. SHIRLENE SITTON, DIVISION DIRECTOR, CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION

Ms. Sitton said the City's rate increase went into effect on March 1, 2022. We have had three billing cycles so not everyone had seen their bill. The residential bills went up \$3.50, based on a cost of service study similar to the one the Agency did.

We are excited about April which is Earth Month. April 22, 2022 is Arbor Day and Earth Day. We are planning a lot of events. Keep Santa Fe Beautiful is partnering with the Water Conservation Division to do a pilot program with some communities to do tree and rain barrel giveaways. Participants will receive their tree and rain barrel on the morning of April 22, 2022 at our facility on Siler. We are inviting all elected officials to join us. They also will receive instructions on how to plant the tree. In the afternoon, Parks is planning a tree planting on the Plaza. The Great American Cleanup is on April 23, 2022. A save the date card will go out tomorrow that will note that there is on line registration. Bag pick up will be the Saturday before the event.

Chair Hansen said she is happy to hear you are doing all this tree planting. Congratulations. She will try to attend the Siler Road event. Please send her the details.

B. LES FRANCISCO, SOLID WASTE SUPERINTENDENT, SANTA FE COUNTY PUBLIC WORKS

Mr. Francisco said he had nothing new to report. We are still running at capacity and are still short employees.

Chair Hansen stated that she invited Ms. Weber to the Board meeting today to report updates on the County's sustainability efforts. She would like her to report updates at the Board meetings going forward.

Ms. Weber introduced herself. She is new to the County and is a Sustainability Specialist. The office is working on planning a series of events for Earth Day in April and May. We recently opened our applications for the Backyard Composting Program, which are due on March 31, 2022. The information is on the County website.

Chair Hansen said on Earth Day, we are focusing on our community centers throughout the county, and at the Boys and Girls Clubs, planting trees and pollinator species. The kick-off is on April 23, 2022.

X. MATTERS FROM THE BOARD

Chair Hansen said one of the issues that came up in our planning sessions was regarding the film industry, who are trying to be as sustainable as possible. Since they cannot drop off waste at the Buckman Transfer Station, they are trying to find another site rather than driving all the way to the Buckman. Are there any other solutions we could offer them. We cannot take commercial waste at the transfer station. It is something to think about.

Mr. Kippenbrock said we will work with your Film Director to get more information and see what we can do.

Chair thank you, noting her name is Jennifer LaBar-Tapia. She will get you her contact info.

**XI. NEXT MEETING
APRIL 21, 2022**

XII. ADJOURNMENT

There being no further business before the Board the meeting adjourned at 5:35 pm.

Attested to By:


Commissioner Anna Hansen, Chair



Elizabeth Martin, Stenographer

Katharine E. Clark
Santa Fe County Clerk

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: April 18, 2022
Subject: Request for Approval of Amendment No. 1 to the Services Agreement with Pro-Motion Transportation, LLC of Espanola, NM, for Glass Hauling Services for the Buckman Road Recycling and Transfer Station

SUMMARY

The Agency is requesting the Board approve Amendment No. 1 to the Services Agreement (Agreement) with Pro-Motion Transportation, LLC of Espanola, NM, for glass hauling services for the Buckman Road Recycling and Transfer Station (BuRRT).

Amendment No. 1 increases compensation by \$10,750 for a total amount not-to-exceed \$146,450. The Amendment provides Pro-Motion Transportation a \$125 per load fuel surcharge due to recent fuel price increases, with the expectation that fuel prices will remain high through Year 1 of the Agreement.

Funding is available from 8100852.510310 (Service Contracts).

BACKGROUND

On January 28, 2022, the Agency issued ITB (Invitation to Bid) No. '22/28/B for glass hauling services for BuRRT. On March 17, 2022, the Board approved the Services Agreement with Pro-Motion Transportation for glass hauling services in the amount of \$135,700. Requests for price adjustments are subject to Board approval.

In response to ITB No. '22/28/B on February 22, 2022, Pro-Motion Transportation based its diesel price at \$4.25 per gallon. The weekly diesel price in February 2022 was \$4.03 per gallon. On April 11, diesel was \$5.07 per gallon. Table 1 shows the Pro-Motion Transportation current and proposed hauling costs.

Table 1. Pro-Motion Transportation Hauling Costs

Item & Description	Current Rate	Proposed Rate
Price per load to haul glass to Momentum Recycling in Broomfield, CO	\$1,475	\$1,600
Price per load to haul glass to Strategic Materials in Phoenix, AZ	\$1,900	\$2,025

Costs are based upon the quantity of glass bottles and jars received at BuRRT as part of the recycling program. The Agency estimates 92 loads for the first year of the Agreement. Loads are hauled to either Momentum Recycling in Broomfield, CO or Strategic Materials in Phoenix, AZ. The one-way driving distance from BuRRT to Momentum Recycling is approximately 420 miles and the one-way driving distance to Strategic Materials is approximately 510 miles.

ACTION REQUESTED

The Agency requests Board approval of Amendment No. 1 to the Agreement with Pro-Motion Transportation.

The Agency also requests approval to increase the rates for glass hauling services.

The Agency also requests approval to increase the compensation of the Agreement by \$10,750 to a total amount not-to-exceed \$146,450.

Attachments:

- 1) Services Agreement – Amendment No. 1
- 2) Services Agreement with Pro-Motion Transportation, LLC

M:\Memo\041822.1

ATTACHMENT 1

Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
 AMENDMENT No. 1
 SERVICES AGREEMENT
 PRO-MOTION TRANSPORTATION, LLC
 (Glass Hauling Services – 2022)**

This AMENDMENT No. 1 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, LLC ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide glass hauling services at the Buckman Road Recycling and Transfer Station (ITB No. '22/28/B).

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Ten Thousand Seven Hundred Fifty Dollars and No Cents (\$10,750.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Forty-Six Thousand Four Hundred Fifty Dollars and No Cents (\$146,450.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
CONTRACT TO DATE	\$146,450.00

1) The Agency shall pay Contractor a fee of \$1,600.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Momentum Recycling in Broomfield, Colorado.

2) The Agency shall pay Contractor a fee of \$2,025.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services performed as set forth in the Scope of Services of this Agreement.

D. Detailed statements containing reimbursement expenses shall be itemized.

2. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Chairperson

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Tomas Lovato
General Manager
Pro-Motion Transportation, LLC

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 2

Services Agreement with Pro-Motion Transportation, LLC.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Pro-Motion Transportation, LLC (“Contractor”) for glass hauling services (ITB No. '22/28/B) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in the Scope of Services attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Thirty-Five Thousand Seven Hundred Dollars and No Cents (\$135,700.00), payable as follows:

- 1) The Agency shall pay Contractor a fee of \$1,475.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Momentum Recycling in Broomfield, Colorado.
- 2) The Agency shall pay Contractor a fee of \$1,900.00 per semi-trailer load,

inclusive of all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services performed as set forth in the Scope of Services of this Agreement.

D. Detailed statements containing reimbursement expenses shall be itemized.

4. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on March 17, 2023, unless terminated sooner by the Agency pursuant to the terms of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

5. TERMINATION

A. The Agency may terminate this Agreement upon ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement, if any. The Agency shall pay Contractor for services rendered and expenses incurred to the date of termination, including for preparation of the final report, if requested by the Agency.

2) The Agency shall pay Contractor for services satisfactorily performed as set forth in the Scope of Services of this Agreement, through the date Contractor receives notice of such termination for which compensation has not already been paid.

6. APPROPRIATIONS

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

7. DEFAULT

The Agency reserves the right to terminate all or any part of this Agreement without cost to the Agency if Contractor defaults in the performance of this Agreement, and except as otherwise provided herein, to hold Contractor liable for any cost or damage incurred by the Agency due to Contractor's default.

8. FORCE MAJEURE

A. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation under this Agreement if the delay or failure to perform is as a result of force majeure. Event of force majeure means:

- 1) Acts of God or a public enemy;
- 2) Acts or omissions of any government entity;
- 3) Fire, flood or other casualty for which a party is not responsible;
- 4) Pandemic, epidemic or quarantine restriction;
- 5) Unanticipated work stoppage or freight embargo;

- 6) Strike, lockout, labor dispute, or civil disturbance; and
- 7) Unusually severe weather conditions.

B. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from or delaying that party in performing its obligations under this Agreement. The party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Agreement and to fulfill its obligations under the Agreement.

9. ASSIGNMENT; SUBCONTRACTING

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

10. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

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

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

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

11. **CHANGE IN CONTRACTOR'S REPRESENTATIVE**

The Agency reserves the right to require a change in Contractor representative if the assigned representative fails to perform to the satisfaction of the Agency. Contractor will have fifteen (15) days from the Agency's written notice to remove and replace the representative with another representative acceptable to the Agency.

12. **RELEASE**

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

13. **CONFIDENTIALITY**

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

14. **OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Contractor in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

15. CONFLICT OF INTEREST

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

16. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this

Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

17. INDEMNIFICATION

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

18. RECORDS AND AUDIT

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

19. THIRD-PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any

right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary.

20. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

21. NEW MEXICO TORT CLAIMS ACT

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

22. NON-DISCRIMINATION

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

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

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

24. **AMENDMENT**

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

25. **SCOPE OF AGREEMENT**

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

26. **SEVERABILITY**

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

27. **NOTICES**

A. Any notice required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

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

CONTRACTOR: Mr. Tomas Lovato
General Manager
Pro-Motion Transportation, LLC
15 County Road 126C
Española, NM 87532
E-mail address: tomaslovato1960@gmail.com

- B. Such notices may be delivered by:
- 1) personal delivery;
 - 2) certified U.S. mail, returned receipt requested; or
 - 3) recognized overnight delivery service.
- C. Any such notice shall be effective upon actual receipt by the party entitled thereto.
- D. Notice may also be given by email, provided a hard copy of the notice is also transmitted via personal delivery, certified mail, or overnight courier to the parties at the respective addresses set forth in Paragraph A of this Article.
- E. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Anna Hansen
Chairperson

3/17/2022
Date:

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Tomas Lovato
Tomas Lovato
General Manager
Pro-Motion Transportation, LLC

3-23-22
Date

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

3-18-2022
Date:

EXHIBIT A
Scope of Services

EXHIBIT A

The parties agree as follows as to the services to be delivered under this Agreement:

- When requested by the Agency, Contractor shall transport glass bottles (“glass”) from Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, New Mexico to Momentum Recycling located in Broomfield, Colorado or Strategic Materials in Phoenix, Arizona.
- The Agency shall load glass onto Contractor’s end-dump trailers when the Agency has sufficient staff to operate its daily operations without interruption.
- The Agency shall act as scale master for all loads of glass. As such, the Agency retains the right to enforce weight limits as described herein. The Agency shall also serve as recordkeeping for loads and material quantities delivered to Momentum Recycling and Strategic Materials.
- The Agency shall pay Contractor a total of \$1,475.00, inclusive of all taxes, for each load transported to Momentum Recycling.
- The Agency shall pay Contractor a total of \$1,900.00, inclusive of all taxes, for each load transported to Strategic Materials.

Contractor agrees to provide the following services:

- Contractor shall provide semi-trucks with end-dump trailers for the transportation of glass to Momentum Recycling and Strategic Materials. The maximum gross vehicle weight of a standard semi-truck and end-dump trailer combination is 80,000 pounds with approximately 46,000 pounds allocated for glass.
- Contractor’s staff will be on site to ensure that the Agency has properly loaded the trailers with glass for the purposes of transporting the glass to Momentum Recycling and Strategic Materials.
- Contractor shall use the Agency’s BOLs (bill of ladings) as shipping paper to Momentum Recycling and Strategic Materials. Contractor shall return the associated scale tickets from Momentum Recycling and Strategic Materials to the Agency. Each scale ticket shall have an Agency’s BOL number.
- Contractor shall be responsible for maintaining all necessary licenses, permits and insurances for transporting glass to Momentum Recycling and Strategic Materials. These licenses permits and insurances shall be subject to inspection by the Agency. Contractor shall also notify the Agency of any non-compliance.

- Contractor shall be responsible for maintaining proper working and safety conditions for its semi-trucks and end-dump trailers. Contractor agrees to hold the Agency harmless for all fines from federal, state, or local agencies. Contractor shall be responsible for paying all fines and judgments levied by these agencies resulting from activities performed under this Agreement.
- Contractor shall submit to the Agency invoices with supporting backups including the Agency's BOLs accompanying the Momentum Recycling and Strategic Materials' scale tickets.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: April 18, 2022
Subject: Request for Approval of Amendment No. 2 to the Services Agreement with Natural Evolution of Tulsa, OK, for Electronic Waste Recycling Services at the Buckman Road Recycling and Transfer Station

SUMMARY

The Agency is requesting the Board approve Amendment No. 2 (Amendment) to the Services Agreement (Agreement) with Natural Evolution (NEI) of Tulsa, OK, for electronic waste recycling services for the Buckman Road Recycling and Transfer Station (BuRRT).

The Amendment increases compensation by \$30,000 for a total amount not-to-exceed \$125,000.

Funding is available from 8100852.510310 (Service Contracts).

BACKGROUND

The Agency issued Request for Proposal (RFP) No. '20/35/P on May 29, 2020, for electronic waste (e-waste) recycling services for BuRRT.

On July 20, 2020, the Board approved a Services Agreement with NEI for e-waste recycling services for \$45,000.

On May 20, 2021, the Board approved Amendment No. 1 to extend the term of the Agreement through July 20, 2022 (Year 2). Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed four years. The Amendment also increased compensation by \$50,000 to a total amount not to exceed \$95,000.

Amendment No. 2 will provide for the continuation of the following e-waste recycling services for the remainder of Year 2.

- Transporting e-waste collected at BuRRT to the NEI facility in Tulsa, OK
- De-manufacturing the e-waste at the NEI facility
- Proper disposal, recycling, and waste handling of all materials, including CRT/LCD monitors and televisions
- Secure sanitization and/or destruction of data from storage media
- Payment to the Agency based upon the credits detailed in Exhibit A of Amendment No. 1
- Payment by the Agency for recycling CRT/LCD monitors and televisions as described in Exhibit A of Amendment No. 1
- Maintain e-Steward certification and standards for responsible recycling and reuse of electronic equipment

Costs are based upon the type of e-waste received at BuRRT and unit weights received by NEI. Additional funding is necessary to accommodate increased quantities of televisions and CRT/LCD monitors from Santa Fe residents and small businesses for the remainder of Year 2.

ACTION REQUESTED

The Agency requests Board approval of Amendment No. 2 to the Services Agreement with Natural Evolution.

The Agency also requests approval to increase the compensation of the Agreement by \$30,000 for a total not-to-exceed amount of \$125,000.

Attachments:

- 1) Services Agreement – Amendment No. 2
- 2) Services Agreement – Amendment No. 1
- 3) Services Agreement with Natural Evolution

M:\Memo\041822.5

ATTACHMENT 1

Services Agreement – Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
SERVICES AGREEMENT
NATURAL EVOLUTION, INC.
(E-Waste Recycling Services - 2020)**

This AMENDMENT No. 2 (the “Amendment”) to the SERVICES AGREEMENT, dated July 16, 2020 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and Natural Evolution, Inc. (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide e-waste recycling services at the Buckman Road Recycling and Transfer Station (RFP No. '20/35/P).

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Thirty Thousand Dollars and No Cents (\$30,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00), including applicable gross receipts taxes pursuant to the fee schedule set forth in the Scope of Work attached hereto as Exhibit A.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$45,000.00
AMENDMENT NO. 1	\$50,000.00
AMENDMENT NO. 2	\$30,000.00
CONTRACT TO DATE	\$125,000.00

B. Contractor shall be responsible for payment of gross receipts taxes by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services performed.

D. Detailed invoices containing reimbursement expenses shall be itemized.

2. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Chairperson, Joint Powers Board

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Traci Phillips
President/CEO
Natural Evolution, Inc.

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 2

Services Agreement – Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT
NATURAL EVOLUTION, INC.
(E-Waste Recycling Services - 2020)

This AMENDMENT No. 1 (the "Amendment") to the SERVICES AGREEMENT, dated July 16, 2020 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Natural Evolution, Inc. ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide e-waste recycling services at the Buckman Road Recycling and Transfer Station (RFP '20/35/P).

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1, Scope of Services of the Agreement is hereby amended to replace, in its entirety, Exhibit A attached to the Agreement with the Exhibit A attached hereto.

2. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Fifty Thousand Dollars and No Cents (\$50,000.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Ninety-Five Thousand Dollars and No Cents (\$95,000.00), including

applicable gross receipts taxes pursuant to the fee schedule set forth in the Scope of Work attached hereto as Exhibit A.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$45,000.00
AMENDMENT NO. 1	\$50,000.00
CONTRACT TO DATE	\$95,000.00

B. Contractor shall be responsible for payment of gross receipts taxes by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services performed.

D. Detailed invoices containing reimbursement expenses shall be itemized.

3. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on July 16, 2022, unless it is terminated sooner pursuant to Article 6 below.


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

4. AGREEMENT IN FULL FORCE


Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Santa Fe Solid Waste Management Agency Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

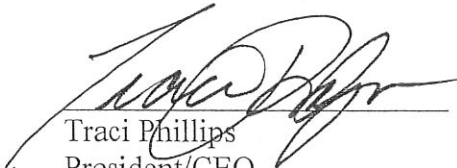

JoAnne Vigil Coppler
Chairperson, Joint Powers Board

ATTEST:


Kristine Bustos-Mihelcic
Santa Fe City Clerk *ew*

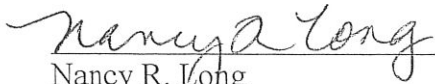
5/20/21
Date:

CONTRACTOR:


Traci Phillips
President/CEO
Natural Evolution, Inc.

5-24-21
Date:

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

5-21-2021
Date:

EXHIBIT A

**Scope of Services
for
Natural Evolution, Inc.**

Natural Evolution, Inc.



An Electronics Recycling Company

SCOPE OF WORK

Natural Evolution, Inc. (NEI) has defined a number of core business processes that were designed to efficiently and effectively meet customer expectations while minimizing impacts to the environment and protecting worker health and safety. NEI's core business is to Provide Recycling Services to our clients in the most efficient, effective way while minimizing the carbon footprint from beginning to end and process with a Zero landfill, and Zero international dumping and Zero Prison Labor Commitment.

The purpose of this scope of work is to summarize the recycling services, financial obligations, operating methodologies, insurance requirements and third party certifications.

Recycling Services

Natural Evolution will recycle all equipment received from Santa Fe Solid Waste Management Agency (SFSWMA) according to our Environmental Health & Safety Policy as outlined below. NEI will coordinate with SFSWMA personnel for all transportation scheduling requirements and any updates that are relevant to recycling and processing of collected equipment.

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified



Natural Evolution, Inc.



An Electronics Recycling Company

Environmental, Health, Safety & Stewardship Policy

Natural Evolution Inc. (NEI) is committed to providing electronics recycling services to our clients in the most sustainable & effective way while minimizing the carbon footprint from beginning to end. Processing the stream with Zero waste, Zero international dumping & Zero Prison Labor commitments.

- NEI is committed to continual improvement as well as the development & use of performance metrics that are essential to long term business success. NEI has identified four key areas of focus. Customer service levels, profitability, carbon & resource management and employee well-being.
- NEI is committed to the protection of the environment, human health and safety, data security and social accountability.
- NEI is committed to the prevention of pollution and protection of biodiversity and ecosystems through responsible recycling.
- NEI is committed to protect workers' rights to a workplace free from harassment, discrimination, pollutants and hazardous conditions.
- NEI is committed to fulfill its compliance obligations, including applicable legal and other requirements relative to environmental, stewardship and occupational health and safety aspects of our business.
- NEI is committed to providing a framework for setting and reviewing environmental and stewardship objectives.
- NEI will go beyond the requirements for compliance by integrating the values of sustainability, stewardship and resource conservation into our operations & services.
- NEI is committed to prevent Transboundary Movement of Materials of Concern (MOCs) in violation of relevant laws, treaties, agreements, and the e-Stewards Standard.
- NEI prohibits the use of forced and child labor.
- NEI restricts the use of Prison Operations in accordance with the e-Stewards Standard.
- NEI restricts the disposal of MOCs in accordance with the e-Stewards Standard.
- NEI is committed to communicate the policy to all persons working for or on behalf of the organization and to interested parties.



Traci Phillips - President

11/02/2020

Date

Natural Evolution, Inc.



An Electronics Recycling Company

Items accepted for Electronics Recycling

Computers/Laptops/Servers
Network Equipment
** LCD Monitors
** CRT Monitors
Printers/Scanners/ Fax Machines
Copiers
POS Scanners & Equipment
Stereo Equipment
Small household appliances, (Toasters, Irons, Coffee Pots, etc)
Peripherals
Telephones/Telecommunications equipment/Phone Systems
Security equipment
Medical equipment (*That has been inspected and decontaminated of blood borne pathogens, fluids, solvents, pressure gases or radioactive sources. * Proof of decontamination is required, this can be a decontaminated sticker or paperwork attached to the unit*)
Industrial equipment
UPS Systems
Cell phones
VCRs
Radios
Keyboards & Mice
Lead Acid Batteries
Re-Chargeable Batteries
** TVs
Industrial Control Panels
Ink & Toner

**Items with an asterisk have a recycling fee

Natural Evolution, Inc.



An Electronics Recycling Company

Items Not Accepted for Electronics Recycling

Refrigerators

Air conditioners – not properly drained

Light bulbs

Smoke alarms

Alkaline batteries

Dehumidifiers

Items that contain blood borne pathogens, fluids, solvents, freon, pressure gases, radioactive or gasoline sources

Any items mentioned above will either be returned at customer's expense or be processed at the charges listed below.

Refrigerators - \$125

Air conditioners - \$125

Light bulbs - \$2.00 per bulb

Smoke alarms - \$25 per smoke alarm

Alkaline batteries - \$2.00 per pound

Items that contain blood borne pathogens and radioactive sources will be returned to customer at customer's expense.

Received items that contain fluids, solvents, freon, pressure gases or gasoline sources will be evaluated on a case by case basis, and customer will be notified of received equipment and determine best steps forward. This may include returning equipment at customer's expense or removing the non-conformance item and invoicing for the cost of proper handling.

Processing & Operational Methodologies

NEI operates according to our Environmental Health & Safety Policy as well as compliance to the E-Steward/ISO 14001:2015 Standard. NEI will notify SFSWMA personnel of any major changes to either the E-Steward or ISO 14001:2015 standard as well as any major non-compliances after NEI's annual audit if and when they should ever be found.

Financial Obligation

Financial credits and charges will be managed through NEI's software system and thus the contract report. This contract report is shown below that outlines credits and charges. A lot number will be assigned for each load.

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified



CONTRACT REPORT

Santa Fe Solid Waste Management Agency

Natural Evolution, Inc.



An Electronics Recycling Company

Account
 Santa Fe Solid Waste Management Agency
 (505) 424-1850
 PO#:

Account Owner
 Traci Phillips
 Natural Evolution
 5701 East 13th Street
 (918) 836-2995
 Date Modified 5/17/2021

Approved Delivery Locations

NEI - Tulsa - Tulsa - Receiving

Material Pricing

Class/Sub Class	Recycling Fee
Air Conditioner	\$125.00 Per Item
Alkaline Batteries	\$2.00 Per lb.
Battery	\$2.00 Per lb.
CAT-5 Wire	(\$0.25) Per lb.
Circuit Boards	(\$0.15) Per lb.
CRT All In One	\$9.00 Per Item
CRT Monitors	\$9.00 Per Item
Desktop	(\$0.10) Per lb.
Desktop Complete	(\$0.10) Per lb.
iPads/Tablets	(\$0.03) Per lb.
Laptop	(\$0.15) Per lb.
LCD All In One	\$9.00 Per Item
LCD Monitor	\$9.00 Per Item
Light Bulbs	\$2.00 Per Item
Mercury Bulbs	\$2.00 Per Item
Meters	\$2.00 Per lb.
Miscellaneous	(\$0.02) Per lb.
Miscellaneous Electronics	(\$0.02) Per lb.
Motors	(\$0.10) Per lb.
Network Equipment	(\$0.15) Per lb.
Projection TVs	\$25.00 Per Item
Projector Bulbs	\$2.00 Per lb.
Refrigerator	\$125.00 Per Item
Server	(\$0.15) Per lb.
Smoke Alarms	\$25.00 Per Item
Transformer	(\$0.08) Per lb.

TV LCD	\$25.00 Per Item
TVs	\$25.00 Per Item
TVs CRT	\$25.00 Per Item
TVs Projection	\$25.00 Per Item
Wire	(\$0.10) Per lb.
Wire/Cable ICW Scrap	(\$0.10) Per lb.

Processing Instructions

- Cellphones & Tablets may be resold after Sanitization
- COMPLETE 8.1.1-F Customer Count Comparison Log Form if Customer has Counts on Pallets
- Document & Email Work Progress, Updates, Events, Notes etc.
- Document Carrier BOL # in Lot Notes
- Sanitize or Destroy Hard Drives
- Whole Equipment May be Resold (Data Containing or Not)

Billing Instructions

- cfrancisco@sfswwa.org

Contract Notes

Natural Evolution, Inc. ("NEI") has a third party Cyber Risk Insurance Policy insuring against certain liability arising from data destruction or loss of its customer's data up to \$1,000,000 according to the specific terms of an insurance policy. Our Policy is available upon request. We accept data security responsibility upon pickup or delivery of equipment. We sanitize or degauss and shred all data containing devices. Our sanitization/wiping methods meet NIST 800-88 standards. We have the capability to provide detailed asset audits, hard drive audits, specific wiping methods, or witnessed/video shredding for a small fee if you require more detailed asset or hard drive information. All Electronics will be recycled according the e-Steward/ISO14001 standard and our Environmental Health & Safety Policy which can be found on our website. Thank you for choosing Natural Evolution for your end of life electronic asset recycling needs.

All equipment & material will be recycled according to the e-Steward/ISO14001:2015 Standards & NEI's Environmental, Health, Safety & Sustainability Policy

NEI's EH&SS Policy can be found at <https://www.naturalevolution.com/ehs-policy>

All Data Containing Devices will be Sanitized according to NIST 800-88 Standards &/or Shredded unless otherwise requested.

In order for NEI to accept Medical Equipment for recycling All Medical Equipment MUST be Tagged or Labeled Sanitized &/or Disinfected prior to NEI Pick-up or Receiving - See CDC Guideline for Disinfection and Sterilization for reference http://www.cdc.gov/hicpac/pdf/guidelines/Disinfection_Nov_2008.pdf

NEI Portal access is provided to all necessary SFSWMA personnel determined by SFSWMA.

Form: 8.1.1-F Customer Count Comparison Log Form will be uploaded to the portal for each lot detailing the count comparison between SFSWMA & NEI.

Summary of Insurance/Liability Coverage

General Liability Coverage - \$2,000,000 – Ohio Security Insurance Company

Commercial Automobile - \$1,000,000 – Liberty Mutual Insurance Company

Umbrella Policy - \$1,000,000 - Ohio Casualty

Cyber Liability & Errors & Omissions – Hiscox Insurance Company - Natural Evolution, Inc. (“NEI”) has a third party Cyber Risk Insurance Policy insuring against certain liability arising from data destruction or loss of its customer’s data up to \$1,000,000 according to the specific terms of an insurance policy.

Environmental Pollution Insurance - \$500,000 - Tokio Marine Specialty Insurance Company

Workers Compensation & Employers Liability - \$1,000,000 – CompSource

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified





NATUR06

OP ID: C6

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/07/2020

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 RICH & CARTMILL, INC 2738 East 51st #400 Tulsa, OK 74105 Vaughn P Graham CPCU,AFSB,CIC	918-743-8811	CONTACT NAME Danette Cox - Account Manager	PHONE (A/C, Ho, Ext) 918-743-8811	FAX (A/C, No) 918-744-8429
		E-MAIL ADDRESS dcox@rcins.com		
		INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A: Ohio Security Ins Co	24082	
		INSURER B: Compsource Mutual Ins Co	35188	
		INSURER C: Tokio Marine Specialty Ins. Co	23850	
		INSURER D: Hiscox Inc	10200	
		INSURER E:		
		INSURER F:		

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 SUBR INSD 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 type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER?		BKS60761452	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAS67675271	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO68834715	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	0337112201	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Environmental/Poll		PPK2153947	07/01/2020	07/01/2021	Poll \$ 500,000
D	Professional		MPL174565620	07/01/2020	07/01/2021	Prof \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
20-21 RENEWAL POLICIES FOR NATURAL EVOLUTION

CERTIFICATE HOLDER Natural Evolution INSURED COPY	CANCELLATION 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 <i>Vaughn P. Graham</i>
---	--

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified





Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

This is to certify the Environmental, Health and Safety Management System of:

Natural Evolution, Inc.

5701 East 13th Street
Tulsa, OK 74112 USA

Has been assessed by Orion Registrar and found to be in compliance with the following Standard:

The e-Stewards Standard for Ethical and Responsible Reuse, Recycling, and Disposition of Electronic Equipment® and Information Technology Version 4.0

The Management System is applicable to:

Collects and Dismantles Electronic Devices and Equipment into Commodities (Sorted Scrap Material) and Sells these Commodities into the Recycled Materials Markets. Natural Evolution also Tests and Sells Used and Refurbished Electronic Devices to Customers.

The Certification period is from

May 4, 2021 to June 7, 2024

This certification is subject to the company maintaining its system to the above standard and applicable exceptions, which will be monitored by Orion.

Client ID: 1798

Certificate ID: 1022123




Paul M. Burck, President
Date: May 4, 2021



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

This is to certify the Environmental Management System of:

Natural Evolution, Inc.

5701 East 13th Street
Tulsa, OK 74112 USA

Has been assessed by Orion Registrar and found to be in compliance with the following Environmental Management Standard:

ISO 14001:2015

The Environmental Management System is applicable to:

Collects and Dismantles Electronic Devices and Equipment into Commodities (Sorted Scrap Material) and Sells these Commodities into the Recycled Materials Markets. Natural Evolution also Tests and Sells Used and Refurbished Electronic Devices to Customers.

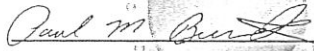
The Certification period is from
May 4, 2021 to June 7, 2024

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID: 1798

Certificate ID: 1022124




Paul M. Burck, President Date
May 4, 2021

ATTACHMENT 3

Services Agreement with Natural Evolution

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT
NATURAL EVOLUTION, INC.
(Electronic Waste Recycling Services - 2020)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Natural Evolution, Inc. (“Contractor”) for electronic waste (e-waste) recycling services (RFP '20/35/P) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in RFP No. '20/35/P and all related Contract Documents, including Contractor’s bid in response thereto, which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Forty-Five Thousand Dollars and No Cents (\$45,000.00).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Work hereto attached in Exhibit A.

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on July 16, 2021, unless it is terminated sooner pursuant to Article 6 below.

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

6. TERMINATION

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

- 1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.
- 2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.
- 3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold Contractor liable for any excess costs associated with Contractor's default. Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of Contractor and these causes have been made known to the Agency in written form within five working days of Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or

services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

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

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

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

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

8. **CONFIDENTIALITY**

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

9. **CONFLICT OF INTEREST**

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement professional liability insurance of \$1,000,000 for each claim, comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

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

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

D. Contractor shall also carry and maintain cyber-risk liability insurance throughout the term of this Agreement to insure against certain liability arising for data destruction or loss of its customer data up to \$1,000,000 according to the specific terms of the insurance policy.

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or

any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. **AMENDMENT**

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

19. **SCOPE OF AGREEMENT**

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

20. **NON-DISCRIMINATION**

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

21. **SEVERABILITY**

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

22. **NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

AGENCY: Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR: Ms. Traci Phillips
President/CEO
Natural Evolution, Inc.
5701 East 13th Street
Tulsa, OK 74112
Fax: (918) 836-7558
Email: traci.phillips@naturalevolutions.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:



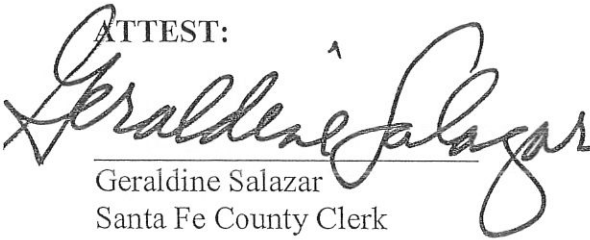
Anna Hansen
Chairperson, Joint Powers Board

7-17-20

Date:



ATTEST:

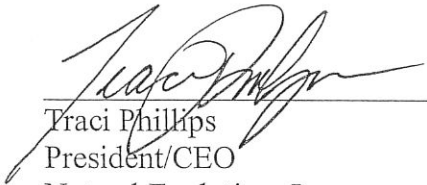


Geraldine Salazar
Santa Fe County Clerk

Date:

July 24, 2020

CONTRACTOR:

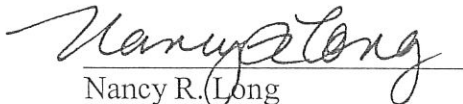


Traci Phillips
President/CEO
Natural Evolution, Inc.

7-20-20

Date:

APPROVED AS TO FORM:



Nancy R. Long
Agency Attorney

7-17-2020

Date:

EXHIBIT A

**Scope of Services
for
Natural Evolution, Inc.**

Natural Evolution, Inc.



An Electronics Recycling Company

SCOPE OF WORK

Natural Evolution, Inc. (NEI) has defined a number of core business processes that were designed to efficiently and effectively meet customer expectations while minimizing impacts to the environment and protecting worker health and safety. NEI's core business is to Provide Recycling Services to our clients in the most efficient, effective way while minimizing the carbon footprint from beginning to end and process with a Zero landfill, and Zero international dumping and Zero Prison Labor Commitment.

The purpose of this scope of work is to summarize the recycling services, financial obligations, operating methodologies, insurance requirements and third party certifications.

Recycling Services

Natural Evolution will recycle all equipment received from Santa Fe Solid Waste Management Agency (SFSWMA) according to our Environmental Health & Safety Policy as outlined below. NEI will coordinate with SFSWMA personnel for all transportation scheduling requirements and any updates that are relevant to recycling and processing of collected equipment.

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified



Natural Evolution, Inc.



An Electronics Recycling Company

Environmental, Health, Safety & Sustainability Policy

Natural Evolution Inc. (NEI) is committed to providing electronics recycling services to our clients in the most sustainable & effective way while minimizing the carbon footprint from beginning to end. Processing the stream with Zero waste, Zero international dumping & Zero Prison Labor commitments.

- NEI is committed to continual improvement as well as the development & use of performance metrics that are essential to long term business success. NEI has identified four key areas of focus. Customer service levels, profitability, carbon & resource management and employee well-being.
- NEI is committed to the protection of the environment, health and safety, data security and social accountability
- NEI is committed to the prevention of pollution and protection of biodiversity and ecosystems through responsible recycling.
- NEI is committed to the prevention of injury and ill health.
- NEI is committed to fulfill its compliance obligations, including applicable legal and other requirements relative to environmental, stewardship and occupational health and safety aspects of our business.
- NEI is committed to providing a framework for setting and reviewing environmental, health and safety and data security objectives and targets.
- NEI will go beyond the requirements for compliance by integrating the values of sustainability, stewardship and resource conservation into our operations & services.
- NEI is committed to communicate the policy to all persons working for or on behalf of the organization and to interested parties.
- NEI is committed to prevention of transboundary movement (trade) of Hazardous Electronic Waste (HEWs), Problematic Components and Materials (PCMs), and other e-waste which violates laws in countries involved and international and regional treaties, throughout the Recycling Chain.
- NEI is committed to the prohibition of forced or child labor, and restrictions on use of Prison Operations and disposal of Hazardous e-Waste, throughout the recycling chain.

Traci Phillips - President

09/12/2017

Date

Below is List of E-waste items acceptable and not acceptable by NEI

Items accepted for Electronics Recycling

Computers/Laptops/Servers
Network Equipment
**LCD Monitors
** CRT Monitors
Printers/Scanners/ Fax Machines
Copiers
POS Scanners & Equipment
Stereo Equipment
Small household appliances, (Toasters, Irons, Coffee Pots, etc)
Peripherals
Telephones/Telecommunications equipment/Phone Systems
Security equipment
Medical equipment (*That has been inspected and decontaminated of blood borne pathogens, fluids, solvents, pressure gases or radioactive sources. * Proof of decontamination is required, this can be a decontaminated sticker or paperwork attached to the unit*)
Industrial equipment
UPS Systems
Cell phones
VCRs
Radios
Keyboards & Mice
Lead Acid Batteries
Re-Chargeable Batteries
** TVs
Industrial Control Panels
Ink & Toner

6.2.3.2-F NEI List of Acceptable Items - Rev D

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified



Items Not Accepted for Electronics Recycling

Refrigerators

Air conditioners – not properly drained

Light bulbs

Smoke alarms

Alkaline batteries

Dehumidifiers

Items that contain blood borne pathogens, fluids, solvents, freon, pressure gases, radioactive or gasoline sources

Any items mentioned above will either be returned at customer's expense or be processed at the charges listed below.

Refrigerators - \$125

Air conditioners - \$125

Light bulbs - \$2.00 per bulb

Smoke alarms - \$25 per smoke alarm

Alkaline batteries - \$2.00 per pound

Items that contain blood borne pathogens and radioactive sources will be returned to customer at customer's expense.

Received items that contain fluids, solvents, freon, pressure gases or gasoline sources will be evaluated on a case by case basis and customer will be notified of received equipment and determine best steps forward. This may include returning equipment at customer's expense or removing the non-conformance item and invoicing for the cost of proper handling.

6.2.3.3-F NEI List of UnAcceptable Items - Rev

Processing & Operational Methodologies

NEI operates according to our Environmental Health & Safety Policy as well as compliance to the E-Steward/ISO 14001:2015 Standard. NEI will notify SFSWMA personnel of any major changes to either the E-Steward or ISO 14001:2015 standard as well as any major non-compliances after NEI's annual audit if and when they should ever be found.

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified



Financial Obligation

Financial credits and charges will be managed through NEI's software system and thus the contract report. This contract report is shown below that outlines credits and charges. A lot number will be assigned for each load.

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified



CONTRACT REPORT

Santa Fe Solid Waste Management Agency

Natural Evolution, Inc.



An Electronics Recycling Company

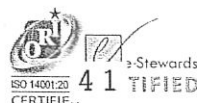
Account Santa Fe Solid Waste Management Agency (505) 424-1850 PO#:
Account Owner Traci Phillips Natural Evolution 5701 East 13th Street (918) 836-2995 Date Modified 7/7/2020

Approved Delivery Locations

NEI - Tulsa - Tulsa - Receiving

Material Pricing

Class/Sub Class	Recycling Fee
Air Conditioner	\$125.00 Per Item
Alkaline Batteries	\$2.00 Per lb.
Battery	\$2.00 Per lb.
CAT-5 Wire	(\$0.25) Per lb.
Circuit Boards	(\$0.15) Per lb.
CRT All In One	\$9.00 Per Item
CRT Monitors	\$9.00 Per Item
Desktop	(\$0.10) Per lb.
Desktop Complete	(\$0.10) Per lb.
iPads/Tablets	(\$0.03) Per lb.
Laptop	(\$0.15) Per lb.
LCD All In One	\$9.00 Per Item
LCD Monitor	\$9.00 Per Item
Light Bulbs	\$2.00 Per Item
Mercury Bulbs	\$2.00 Per Item
Meters	\$2.00 Per lb.
Miscellaneous	(\$0.02) Per lb.
Miscellaneous Electronics	(\$0.02) Per lb.
Motors	(\$0.10) Per lb.
Network Equipment	(\$0.15) Per lb.
Projection TVs	\$20.00 Per Item
Projector Bulbs	\$2.00 Per lb.
Refrigerator	\$125.00 Per Item
Server	(\$0.15) Per lb.
Smoke Alarms	\$25.00 Per Item
Transformer	(\$0.08) Per lb.



TV LCD	\$20.00 Per Item
TVs	\$20.00 Per Item
TVs CRT	\$20.00 Per Item
TVs Projection	\$20.00 Per Item
Wire	(\$0.10) Per lb.
Wire/Cable ICW Scrap	(\$0.10) Per lb.

Processing Instructions

- Cellphones & Tablets may be resold after Sanitization
- COMPLETE 8.1.1-F Customer Count Comparison Log Form if Customer has Counts on Pallets
- Document & Email Work Progress, Updates, Events, Notes etc.
- Document Carrier BOL # in Lot Notes
- Sanitize or Destroy Hard Drives
- Whole Equipment May be Resold (Data Containing or Not)

Contract Notes

Natural Evolution, Inc. ("NEI") has a third party Cyber Risk Insurance Policy insuring against certain liability arising from data destruction or loss of its customer's data up to \$1,000,000 according to the specific terms of an insurance policy. Our Policy is available upon request. We accept data security responsibility upon pickup or delivery of equipment. We sanitize or degauss and shred all data containing devices. Our sanitization/wiping methods meet NIST 800-88 standards. We have the capability to provide detailed asset audits, hard drive audits, specific wiping methods, or witnessed/video shredding for a small fee if you require more detailed asset or hard drive information. All Electronics will be recycled according the e-Steward/ISO14001 standard and our Environmental Health & Safety Policy which can be found on our website. Thank you for choosing Natural Evolution for your end of life electronic asset recycling needs.

All equipment & material will be recycled according to the e-Steward/ISO14001:2015 Standards & NEI's Environmental, Health, Safety & Sustainability Policy

NEI's EH&SS Policy can be found at <https://www.naturalevolution.com/ehs-policy>

All Data Containing Devices will be Sanitized according to NIST 800-88 Standards &/or Shredded unless otherwise requested.

In order for NEI to accept Medical Equipment for recycling All Medical Equipment MUST be Tagged or Labeled Sanitized &/or Disinfected prior to NEI Pick-up or Receiving - See CDC Guideline for Disinfection and Sterilization for reference http://www.cdc.gov/hicpac/pdf/guidelines/Disinfection_Nov_2008.pdf

NEI Portal access is provided to all necessary SFSWMA personnel determined by SFSWMA.

Form: 8.1.1-F Customer Count Comparison Log Form will be uploaded to the portal for each lot detailing the count comparison between SFSWMA & NEI.



Summary of Insurance/Liability Coverage

General Liability Coverage - \$2,000,000 – Ohio Security Insurance Company

Commercial Automobile - \$1,000,000 – Liberty Mutual Insurance Company

Umbrella Policy - \$1,000,000 - Ohio Casualty

Cyber Liability & Errors & Omissions – Hiscox Insurance Company - Natural Evolution, Inc. (“NEI”) has a third party Cyber Risk Insurance Policy insuring against certain liability arising from data destruction or loss of its customer’s data up to \$1,000,000 according to the specific terms of an insurance policy.

Environmental Pollution Insurance - \$500,000 - Tokio Marine Specialty Insurance Company

Workers Compensation & Employers Liability - \$1,000,000 – CompSource

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified





Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

This is to certify the Environmental, Health and Safety Management System of:

Natural Evolution, Inc.

5701 East 13th Street
Tulsa, OK 74112 USA

Has been assessed by Orion Registrar and found to be in compliance with the following Standard:

The e-Stewards Standard for Responsible Recycling and Reuse of Electronic Equipment® Version 3.0:2017

The Management System is applicable to:

Collects and Dismantles Electronic Devices and Equipment into Commodities (Sorted Scrap Material) and Sells these Commodities into the Recycled Materials Markets. Natural Evolution also Tests and Sells Used and Refurbished Electronic Devices to Customers.

The Certification period is from

April 30, 2018 to June 7, 2021

This certification is subject to the company maintaining its system to the e-Stewards standard for responsible recycling and reuse of electronic equipment®, and applicable exceptions, which will be monitored by Orion.

Client ID: 1798

Certificate ID: 1013992



7502 W. 80th Avenue, Suite 225, Arvada, Colorado 80003 | 303-456-6010 | FAX 303-456-6681 | www.orion4value.com
To authenticate this certificate, please visit: www.orion4value.com/about-orion/registered-companies/

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified





Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

This is to certify the Environmental Management System of:

Natural Evolution, Inc.

5701 East 13th Street
Tulsa, OK 74112 USA

Has been assessed by Orion Registrar and found to be in compliance with the following Environmental Management Standard:

ISO 14001:2015

The Environmental Management System is applicable to:

Collects and Dismantles Electronic Devices and Equipment into Commodities (Sorted Scrap Material) and Sells these Commodities into the Recycled Materials Markets. Natural Evolution also Tests and Sells Used and Refurbished Electronic Devices to Customers.

The Certification period is from

April 30, 2018 to June 7, 2021

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID: 1798

Certificate ID: 1013993




Paul M. Burck, President Date: May 1, 2018



7502 W. 80th Avenue, Suite 225, Arvada, Colorado 80003 | 303-456-6010 | FAX 303-456-6681 | www.orion4value.com
To authenticate this certificate, please visit: www.orion4value.com/about-orion/registered-companies/

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified




www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified



MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: April 18, 2022
Subject: Request for Approval to Repair Unit 1324 (Caterpillar 623G Caterpillar Wheel Tractor-Scraper) by Wagner Equipment Company of Albuquerque, NM, under ITB No. '20/27/B in the Amount of \$152,893.84

SUMMARY

The Agency requests the Board approve procuring Wagner Equipment to repair Unit 1324 under ITB No. '20/27/B for \$152,893.84.

Unit 1324 (2003 Caterpillar 623G wheel tractor-scraper) requires reconditioning the engine, radiator, and cushion hitch. The repairs are necessary to continue using the scraper as a backup at the Caja del Rio Landfill (Landfill).

On March 4, 2022, Wagner Equipment Company of Albuquerque, NM, provided a service quote of \$152,893.84 for parts and labor under ITB No. '20/27/B. The estimated time to complete the work is 4 to 6 weeks, depending upon parts availability. The reconditioned engine will be covered under a Wagner Equipment pro-rated extended warranty upon completion, which is 100% coverage for the first 6 months or 1,000 hours, then pro-rated thereafter for a total of 36 months or 6,000 hours (whichever comes first). The radiator and cushion hitch are covered under a Wagner Equipment one-year parts and labor warranty (unlimited hours).

Wagner Equipment has records of the unit's repair, service, and warranty history. They provide Original Equipment Manufacturer (OEM) parts and diagnostic/repair services for Caterpillar equipment.

Funding is available via a budget increase to 8100851.520400 (Repair & Maintenance of Equipment and Machinery) from 810.100700 (Operating Fund Cash Balance).

BACKGROUND

On January 30, 2003, the Board approved purchasing a Caterpillar 623G wheel tractor-scraper (Unit 1324) from Wagner Equipment for \$498,877 under Bid No. '03/03/B.

On December 19, 2019, the Board approved reconditioning the transmission and front differential of Unit 1324 by Wagner Equipment under RFB No. '18/17/B for \$60,369.99.

On June 18, 2020, the Board approved the award of Invitation to Bid No. '20/27/B, which provided price agreements for off-road heavy equipment repairs (parts and labor) from various vendors, of which Wagner Equipment was included. On June 17, 2021, the Board approved extending the term of the price agreements to multiple vendors, including Wagner Equipment.

To date, the unit has 12,251 hours. The average annual use is 500 hours. The industry standard for equipment replacement is 10,000 hours. Although the unit has exceeded 10,000 hours, past oil sampling results for various components – hydraulics, transmission, final drive, elevator drive, and coolant system – indicate normal wear.

The Agency determined reconditioning the engine and radiator provides the best value. Generally, the engine and radiator are considered one component and are reconditioned simultaneously.

The service quote includes reconditioning the cushion hitch on the unit. The cushion hitch is a shock absorber that dampens the bouncing of the scraper; thereby improving the operator ride in rough terrains.

For comparison, on September 21, 2017, the Board approved a full dealer rebuild of Unit 1334 (Caterpillar 623G scraper) for \$421,315.80. Similarly, on November 15, 2018, the Board approved the purchase of a new Caterpillar 623K scraper (Unit 1369) for \$843,709.26.

The Agency has three scrapers at the Landfill and uses two regularly. Unit 1324 is used when one of the other scrapers is down for preventative maintenance or warranty work.

Scrapers are used for cell excavation, soil stockpiling, road building, and covering the trash with soil where alternative daily cover (e.g., tarps) cannot be used.

ACTION REQUESTED

The Agency requests the Board approve procuring Wagner Equipment to repair Unit 1324 under ITB No. '20/27/B for \$152,893.84.

The Agency also requests approving a budget increase to 8100851.520400 (Repair & Maintenance of Equipment and Machinery) from 810.100700 (Operating Fund Cash Balance) in the amount of \$152,893.84.

Attachments:

- 1) Budget Adjustment Request
- 2) Wagner Equipment Cost Estimate for Unit 1324
- 3) Wagner Equipment Pro-Rated Extended Warranty

M:\Memo\041822.4

ATTACHMENT 1
Budget Adjustment Request

ATTACHMENT 2

Wagner Equipment Cost Estimate for Unit 1324

SEGMENT: 04 RECONDITION ENGINE
SPECIAL INSTRUCTIONS:THIS SEGMENT IS FOR 136 HOURS @ \$135.00 PER HOUR
AS PER ITB NO, 20/27/B

Parts	Total Flat Rate Parts:	37,916.55
Labor	Total Flat Rate Labor:	18,360.00
Misc	Total Flat Rate Misc:	960.00
Segment 04 Total:		57,236.55

SEGMENT: 05 ADDITIONAL CHARGES ENGINE
SPECIAL INSTRUCTIONS:AVERAGE ADD PARTS CHARGES BASED ON WAGNER
HISTORY.
CUSTOMER WILL BE NOTIFIED OF ANY PLUS OR MINUS
CHARGES.

Parts	Total Estimated Parts:	9,000.00
Segment 05 Total:		9,000.00

SEGMENT: 06 REMOVE & INSTALL RADIATOR
SPECIAL INSTRUCTIONS:THIS SEGMENT IS FOR 27 HOURS @ \$135.00 PER HOUR
AS
PER ITB NO, 20/27/B

Parts	Total Flat Rate Parts:	1,250.71
Labor	Total Flat Rate Labor:	3,645.00
Misc	Total Flat Rate Misc:	60.00
Segment 06 Total:		4,955.71

SEGMENT: 07 RECONDITION RADIATOR
SPECIAL INSTRUCTIONS:THIS SEGMENT IS FOR 2.5 HOURS @ \$135.00 PER HOUR
AS PER ITB NO, 20/27/B AFTER COOLER AND RADIATOR
WILL BE SENT OUT FOR REPAIRS AND THIS IS WORST
SCENARIO AS WE HAVE SEEN SEVERAL UNREPAIRABLE

Labor	Total Flat Rate Labor:	337.50
Misc	Total Flat Rate Misc:	4,500.00
Segment 07 Total:		4,837.50

SEGMENT: 08 REBEARING & RESEAL CUSHION HITCH
 SPECIAL INSTRUCTIONS:THIS SEGMENT IS FOR 150 HOURS @ \$135.00 PER HOUR
 AS PER ITB NO, 20/27/B

Parts	Total Flat Rate Parts:	17,803.56
Labor	Total Flat Rate Labor:	20,250.00
Misc	Total Flat Rate Misc:	840.00
Segment 08 Total:		38,893.56

SEGMENT: 09 REAM/BORE/DRILL CUSHION HITCH
 SPECIAL INSTRUCTIONS:THIS SEGMENT IS FOR 150 HOURS @ \$135.00 PER HOUR
 AS PER ITB NO, 20/27/B

Parts	Total Estimated Parts:	0.00
Labor	Total Flat Rate Labor:	20,250.00
Misc	Total Flat Rate Misc:	100.00
Segment 09 Total:		20,350.00

SEGMENT: 9T ADDITIONAL CHARGES MACHINE
 SPECIAL INSTRUCTIONS:THIS SEGMENT IS FOR TAXES ON ABOVE JOB

Parts	Total Estimated Parts:	0.00
Misc	Total Estimated Misc:	5,113.52
Segment 9T Total:		5,113.52

Total Segments:		152,893.84
SUB TOTAL (BEFORE TAXES)		152,893.84

PO#: _____ Authorized Name: _____ (signature)

Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Michael Fields Phone: 505-350-3672 Email: Fields_Michael_R@wagnerequipment.com Fax:

Terms and Conditions

For Estimates:

This is a preliminary estimate based on information available at time of estimate. A firm quote will be provided after the machine is disassembled and inspected. This estimate is valid for 90 days. Taxes are not included.

For Quotes:

Wagner Equipment Company guarantees the final invoice for this repair will match the quote for the scope of work detailed above. Taxes are not included.

For Core Charges/Exchanges:

All prices include core exchange. Any cores not received by Wagner Equipment Company will be added to your invoice at full core price. Damaged cores may incur a partial or full core charge. Taxes are not included.

ATTACHMENT 3

Wagner Equipment Pro-Rated Extended Warranty



Pro-Rated Extended Warranty For Reconditioned Or Exchange Major Components

Wagner Equipment Co. warrants reconditioned Major Power Train components (except brakes) to be free from defects in material and workmanship for a period of 36 months or 6000 service meter hours, whichever occurs first, after delivery to the initial user.

The Wagner Equipment Co. prorated extended warranty covers defects in material or workmanship excluding wear from normal use. Warranty repair will be made in Wagner Equipment Co. shops during normal business hours. Only that portion of the charges for parts and labor shown on the chart will be payable by the user. Wagner Equipment Co. may use new or repaired parts to accomplish repair under this warranty.

MAJOR COMPONENT SERVICE WARRANTY FOR:

Basic Engine*, Torque Converter, Transmission, Differentials & Final Drives

MONTHS	HOURS	SCHEDULE
1 - 6	1000	100%
7 - 36	6000	Prorated**

(*) Excludes: Turbo, water pump, starter, alternator, air compressor, hoses and general maintenance items.

(**) Example: Engine failure at 3000 hours or 18 months: Wagner covers 50% of warranty repair charges.

9/04

"WARRANTY SPECIAL PROVISIONS"

1. Warranty starts on date of delivery (exceptions upon approval of Wagner Equipment Co. management).
2. The component must be on the Wagner Equipment Co. SOS Program (samples must be sent to the Wagner Equipment Co. lab at each oil change as recommended by the Caterpillar Lube & Maintenance Manual:
 - a) Transmissions and Torque Converters: First oil sample must be taken between 8 to 10 hours of operation.
 - b) Engines: First oil sample must be taken at the end of 50 hours of operation.
 - c) Differentials and Final Drives: First oil sample must be taken at the end of 50 hours of operation.
3. The service meter must be maintained in good working order.
4. The machine containing the component must be used in Wagner Equipment Co.'s service territory.
5. Wagner Equipment Co. must be notified immediately of any suspected problems.
6. In the event of a warrantable failure, Wagner Equipment Co.'s responsibility is limited to repair of that failure. If the user chooses to rebuild to new condition, Wagner Equipment Co.'s participation will be limited to the prorated cost to repair only the warrantable failure.
7. This warranty does not apply to engines powering "ON-HIGHWAY" trucks or in underground operations.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: April 18, 2022
Subject: Request for Approval to Purchase a John Deere 5090E Cab Utility Tractor and HX7 Lift-Type Rotary Cutter from Desert Greens Equipment, Inc of Albuquerque, NM, under New Mexico - NASPO Value Point Ground Maintenance Equipment Contract No. 10-00000-20-00037 in the Amount of \$66,275.09

SUMMARY

The Agency is requesting Board approval to purchase a John Deere 5090E cab utility tractor and an HX7 lift-type rotary cutter from Desert Greens Equipment, Inc. of Albuquerque, NM, under New Mexico – NASPO Value Point Ground Maintenance Equipment Contract No. 10-00000-20-00037 for \$66,275.09.

Funding is available from 811.100700 (Equipment Replacement Reserve Fund Cash).

Table 1 breaks down the Desert Greens Equipment quote for the John Deere 5090E utility tractor and HX7 lift-type rotary cutter. The delivery cost is a separate item and is not included in the quote. Attachment 2 lists the standard options and discounts on the tractor and rotary cutter. Attachment 4 illustrates features on the tractor and rotary cutter.

Table 1. Desert Greens Equipment Quote

Description	Cost
John Deere 5090E Cab Utility Tractor (90 Horsepower Rating) - List Price	\$72,535.96
19% Discount Off List Price	(\$13,781.83)
Subtotal	\$58,754.13
John Deere HX7 Lift-Type Rotary Cutter (7-foot Mowing Deck) List Price	\$9,896.00
24% Discount Off List Price	(\$2,375.04)
Subtotal	\$7,520.96
Total	\$66,275.09

John Deere offers 24 months or 2,000 hours, whichever comes first, warranty for the tractor and 60 months or 2,000 hours, which comes first, powertrain warranty. John Deere also offers 12 months warranty for the rotary cutter and 60 months for the gearbox on the rotary cutter.

Delivery time for the John Deere tractor and rotary cutter is approximately six months from purchase.

BACKGROUND

The John Deere 5090E cab utility tractor and HX7 lift-type rotary cutter will replace the 1987 Case tractor (Unit 1315) and associated rotary cutter. The tractor and cutter will be used to maintain the grounds and access road shoulders at both the Landfill and BuRRT. Mowing the shoulders improves visibility, allows easier litter collection, and, during the dry season, helps minimize the potential for wildfire.

The existing Case tractor has approximately 2,800 machine hours and is in poor condition. Many parts are no longer available. Similarly, the rotary cutter is beyond repair.

ACTION REQUESTED

The Agency requests Board approval to purchase a John Deere 5090E cab utility tractor and HX7 lift-type rotary cutter from Desert Greens Equipment under New Mexico – NASPO Value Point Ground Maintenance Equipment Contract No. 10-00000-20-00037 for \$66,275.09.

The Agency also requests approval of a budget increase from 811.100700 (Equipment Replacement Reserve Fund) to 8100851.570500 (Capital Outlay – Equipment and Machinery) in the amount of \$66,275.09.

Attachments:

- 1) Budget Adjustment Request
- 2) Desert Greens Equipment Quote
- 3) New Mexico – NASPO Value Point Ground Maintenance Equipment Contract No. 10-00000-20-00037
- 4) John Deere 5090E Cab Utility Tractor and HX7 Lift Type Rotary Cutter Product Brochures

M:\Memo\041822.2

ATTACHMENT 1
Budget Adjustment Request

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

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

DEPARTMENT / DIVISION NAME					DATE	
SFSWMA					4/18/2022	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Capital Outlay - Machinery & Equipment	8100851	570500		66,276		
Transfer Out to Fund 810	8110855	755810		66,276		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
Transfer In from Fund 811	8100851	655811		(66,276)		
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 66,276	\$ -	

Budget to purchase a John Deere 5090E Cab Utility Tractor and HX7 Lift -Type Rotary Cutter from Desert Greens Equipment

Cash is available in the Equipment Replacement Reserve Fund (811.100700)

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
811	(66,276)
TOTAL:	(66,276)

Emily Pisula	4/18/2022	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL	Budget Officer _____ Date
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i> _____ Date
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i> _____ Date
		JPB Approval Date Agenda Item #:	

ATTACHMENT 2

Desert Greens Equipment Quote



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Desert Greens Equipment, Inc.
4850 Pan American Fwy Ne
Albuquerque, NM 87109
505-822-0311
mail@nmtractor.com

Quote Summary

Prepared For:

Santa Fe Solid Waste Mgmt
NM

Delivering Dealer:

Desert Greens Equipment, Inc.

Adam Cherry
4850 Pan American Fwy Ne
Albuquerque, NM 87109
Phone: 505-822-0311

adam@desertgreensequipment.com

Quote ID: 26401448
Created On: 05 April 2022
Last Modified On: 05 April 2022
Expiration Date: 05 May 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5090E Cab Utility Tractor Contract: NM NASPO Ground Maint Equip 10-00000-20-00037 (PG 6Z CG 22) Price Effective Date: April 4, 2022	\$ 58,754.13 X	1 =	\$ 58,754.13
JOHN DEERE HX7 Lift-Type Rotary Cutter - 540 RPM PTO Contract: NM NASPO Ground Maint Equip 10-00000-20-00037 (PG 6Z CG 22) Price Effective Date: April 4, 2022	\$ 7,520.96 X	1 =	\$ 7,520.96
Equipment Total			\$ 66,275.09

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 66,275.09
Trade In	
SubTotal	\$ 66,275.09
Est. Service Agreement Tax	\$ 0.00
Total	\$ 66,275.09
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 66,275.09

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Desert Greens Equipment, Inc.
4850 Pan American Fwy Ne
Albuquerque, NM 87109
505-822-0311
mail@nmtractor.com

Salesperson : X _____

7

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 26401448

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Desert Greens Equipment, Inc.
4850 Pan American Fwy Ne
Albuquerque, NM 87109
505-822-0311
mail@nmtractor.com

JOHN DEERE 5090E Cab Utility Tractor

Hours:

Stock Number:

Contract: NM NASPO Ground Maint Equip
10-00000-20-00037 (PG 6Z CG 22)

Selling Price *
\$ 58,754.13

Price Effective Date: April 4, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
08AGP	5090E Cab Utility Tractor	1	\$ 68,167.00	19.00	\$ 12,951.73	\$ 55,215.27	\$ 55,215.27
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
2110	Mechanical Suspension Seat	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
3025	Deluxe Cornerpost Exhaust	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
3330	Triple Stackable Rear Deluxe SCV's with Lever Control	1	\$ 975.00	19.00	\$ 185.25	\$ 789.75	\$ 789.75
3420	Dual Stackable Mid Valves with Joystick Control	1	\$ 1,418.00	19.00	\$ 269.42	\$ 1,148.58	\$ 1,148.58
5911	18.4 - 30 In. 8PR R1 Bias	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (Four Wheel Drive)	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6701	12.4 - 24 In. 8PR R1 Bias	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 2,393.00		\$ 454.67	\$ 1,938.33	\$ 1,938.33
Dealer Attachments/Non-Contract/Open Market							
R262449	Front Weight Support, 55kg (121 lb)	1	\$ 556.96	19.00	\$ 105.82	\$ 451.14	\$ 451.14
R127764	Weight, front suitcase 43 kg (95 lb) quantity of one	10	\$ 141.90	19.00	\$ 26.96	\$ 1,149.40	\$ 1,149.40
Dealer Attachments Total			\$ 1,975.96		\$ 375.42	\$ 1,600.54	\$ 1,600.54
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment

Quote Id: 26401448 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Desert Greens Equipment, Inc.
4850 Pan American Fwy Ne
Albuquerque, NM 87109
505-822-0311
mail@nmtractor.com

Total Selling Price	\$ 72,535.96	\$ 13,781.82	\$ 58,754.14	\$ 58,754.14
----------------------------	---------------------	---------------------	---------------------	---------------------

JOHN DEERE HX7 Lift-Type Rotary Cutter - 540 RPM PTO

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: NM NASPO Ground Maint Equip
10-00000-20-00037 (PG 6Z CG 22)

\$ 7,520.96

Price Effective Date: April 4, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
220HP	HX7 Lift-Type Rotary Cutter - 540 RPM PTO	1	\$ 9,896.00	24.00	\$ 2,375.04	\$ 7,520.96	\$ 7,520.96
Standard Options - Per Unit							
0202	United States of America	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 9,896.00		\$ 2,375.04	\$ 7,520.96	\$ 7,520.96

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). **Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year	90 Days
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications less than half of the annual usage	24 Months or 2000 Hours, Whichever Comes First
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications exceeding half of the annual usage	90 Days
Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on 5E Series Tractors (components as per B above)	a) 60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (Includes Ag Management Solutions (AMS) products)	12 Months
Premium Round Balers 469, 569, 450R, 460R, 560R	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	a) 24 Months or 20,000 bales, Whichever Comes First
Hagie Manufacturing Company LLC Sprayers and Detasslers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z425 EZtrak™ Mowers, Z300 Series and Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) 200 Series Tractors**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors; Z400 Series EZtrak™ Mowers, Z515E and Z500M Series ZTrak™ Mowers (Except Z425 and Z525E)**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors; Z700E and Z500R Series ZTrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) Z700M Series ZTrak™ Mowers**	48 Months or 750 Hours, Whichever Comes First
7) Z700R Series ZTrak™ Mowers**	48 Months or 1000 Hours, Whichever Comes First
8) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
9) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, Commercial Walk Behind Mowers	24 Months
10) Z900B, Z900E, and Z900M Series ZTrak™ Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
11) Z997, Z900A Series and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
12) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	a) 72 Months or 2000 Hours, Whichever Comes First
b) Compact Utility Tractor Loaders D120, 120R, 220R, 300E, 300R, 320R, 400E, 440R	b) 24 Months
13) GATOR™ Utility Vehicles	12 Months or 1000 Hours, Whichever Comes First
14) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13	12 Months
15) All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

**Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

C. (I) ITEMS COVERED SEPARATELY – (1) Tires, rubber tracks and batteries; (2) John Deere Hand Held-Portable products; (3) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper

maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

ATTACHMENT 3

New Mexico – NASPO Value Point Ground Maintenance Equipment

Contract No. 10-00000-20-00037



State of New Mexico General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor:
 0000072366
Deere & Company
 2000 John Deere Run
 Cary, NC 27513

Contact: Tamara Hebert
Email: govcontractsupport@johndeere.com
Telephone No.: (800) 358-5010 opt. 2

Price Agreement Number: 10-00000-20-00037

NASPO Master Agreement No: E194-81037 DC

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

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

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: 505-827-0484

Email: raelynn.lujan@state.nm.us

Invoice:
 As Requested at time of order

Title: **Ground Maintenance Equipment**

Term: **November 18, 2020 thru February 27, 2023**

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

NASPO ValuePoint Link: <https://www.naspovaluepoint.org/portfolio/ground-maintenance-equipment-2020-2025/>

Accepted for the State of New Mexico

Valerie Paulk

Date: 11/18/2020

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

NASPO ValuePoint
PARTICIPATING ADDENDUM



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**

Led by the *Commonwealth of Virginia*

Master Agreement #: E194-81037-DC

Contractor: Deere & Company

Participating Entity: State of New Mexico

The Contractor shall provide Ground Maintenance Equipment to the Participating Entity as set forth in the Master Agreement for the following categories:

- Category 1: Tractors (heavy duty and compact)
- Category 2: Tractor Towed PTO (Gang Mowers and Single Unit Mowers)
- Category 3: Off Road Utility Vehicles
- Category 4: Self Propelled Riding Mowers (Medium Duty Wide Coverage and Zero Turn)

The following categories of products or services are not included in this agreement:

- Category 5: Turf Maintenance (Towed and Ground Driven)

Master Agreement Terms and Conditions:

1. **Scope:** The terms and conditions of the Contractor's NASPO ValuePoint Master Agreement for Ground Maintenance Equipment (2020-2025) led by the Commonwealth of Virginia, remain in full force and effect. This Participating Addendum to the Contractor's Master Agreement allows the addition of specific terms and conditions required by the Participating Entity.
2. **Participation:** This Participating Addendum, as authorized by the Participating Entity's State statutes to utilize the Master Agreement with the prior approval of the State's Chief Procurement Official, may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the Participating Entity's State. Issues of interpretation and eligibility for participation are solely within the authority of that State's Chief Procurement Official.
3. **Term:** The initial term of the Master Agreement shall be for three years and is effective from February 28, 2020 through February 27, 2023, with two optional additional one-year renewals. The term of this Participating Addendum will coincide with the Master Agreement's term in its entirety, including any renewals or extensions.
4. **Pricing:** Any products and/or services ordered under this Participating Addendum shall include the Contractor's Master Agreement negotiated percentage discount off the products and/or services available on the Contractor's current price catalog/list (MSRP/MPL).
5. **Warranty:** All products furnished by the Contractor under this Participating Addendum shall be covered by all commercial warranties the Contractor provides for such products under the Master Agreement.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**

Led by the *Commonwealth of Virginia*

6. Primary Contacts: The primary contact individuals (or their named successors) for this Participating Addendum are as follows:

Contractor:

Name:	Tamara Hebert
Title:	Contract Administrator
Address:	Deere & Company 2000 John Deere Run Cary, NC 27513
Telephone:	800-358-5010 opt. 2
Email:	govcontractsupport@johndeere.com

Participating Entity:

Name:	Raelynn Lujan
Title:	Executive Procurement Specialist
Address:	1100 S St. Francis Drive, Room 2016
Telephone:	505-827-0484
Email:	raelynn.lujan@state.nm.us

7. Participating Entity Additions to the Master Agreement: These additions apply only to actions and relationships within this Participating Addendum:

No additions to the terms and conditions of the Contractor's Master Agreement are required.

The following terms and conditions are added to the Contractor's Master Agreement:

1. Taxes:

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**
Led by the Commonwealth of Virginia

D. Retainage.
Reserved

E. Performance Bond.
Reserved

2. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Agreement shall begin on date approved by the State Purchasing Agent, and end on February 27, 2023. The agency reserves the right to renew the contract on an annual basis by mutual Agreement, with two optional additional one-year renewals. The Term of this Participating Addendum will coincide with the Master Agreement’s term in its entirety, including any renewals or extensions.

3. Termination:

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency’s uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

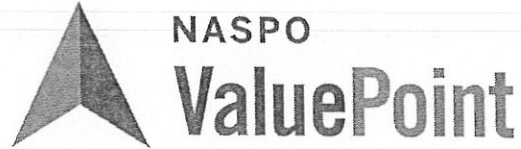
1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency 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.

3. Notwithstanding the foregoing, this Agreement 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 Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency’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 Agreement. 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

NASPO ValuePoint
PARTICIPATING ADDENDUM



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**
Led by the Commonwealth of Virginia

THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

4. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

5. Status of Contractor:

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

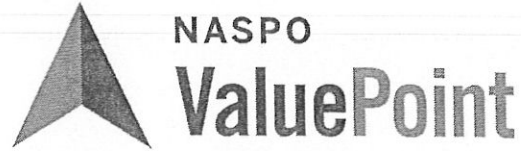
6. Conflict of Interest; Governmental Conduct Act:

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;
- 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or

NASPO ValuePoint
PARTICIPATING ADDENDUM



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**

Led by the Commonwealth of Virginia

the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

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

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

7. Amendment:

A. This Agreement 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 Procuring Agency proposes an amendment to the Agreement 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 Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**
Led by the Commonwealth of Virginia

8. Merger:

This Agreement 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 Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

9. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

10. Equal Opportunity Compliance:

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

11. 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 Agreement may be terminated by the Procuring Agency.

12. Applicable Law:

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-1 (G). By execution of this Agreement, 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 Agreement.

13. Records and Financial Audit:

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

NASPO ValuePoint
PARTICIPATING ADDENDUM



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**
Led by the Commonwealth of Virginia

14. Invalid Term or Condition:

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

15. Enforcement of Agreement:

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

16. Non-Collusion:

In signing this Agreement, 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 State Purchasing Agent or agency or entity.

17. Notices:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM87505

To the Contractor:

Deere and Company
2000 John Deere Run
Cary, NC 27513

18. Succession:

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

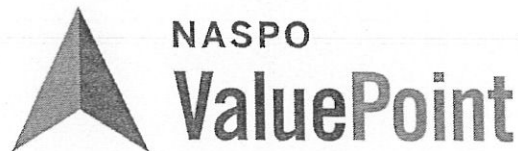
19. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

20. Default/Breach:

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor

NASPO ValuePoint
PARTICIPATING ADDENDUM



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**

Led by the *Commonwealth of Virginia*

responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

21. Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

22. New Mexico Employees Health Coverage:

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

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

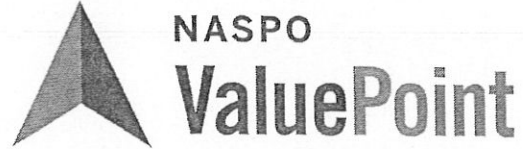
24. Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

25. Default and Force Majeure:

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise

NASPO ValuePoint
PARTICIPATING ADDENDUM



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**

Led by the Commonwealth of Virginia

provided herein, to hold the Contractor liable for any excess cost occasioned by the State 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 subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

26. Assignment:

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

27. Subcontracting:

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

28. Inspection of Plant:

The State Purchasing Agent or agency or entity that is a party to this Agreement 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 Agreement.

29. Commercial Warranty:

The Contractor agrees that the tangible personal property or services furnished under this Agreement 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 State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

30. Condition of Proposed Items:

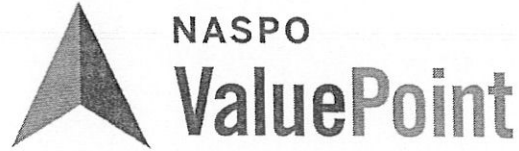
Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

31. Release:

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

32. Confidentiality:

NASPO ValuePoint
PARTICIPATING ADDENDUM



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**

Led by the *Commonwealth of Virginia*

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

33. Contractor Personnel:

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Tamara Hebert

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

34. Incorporation by Reference and Precedence:

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency 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 Agreement, 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 Agreement in reverse chronological order; (2) the Agreement, 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 SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**

Led by the *Commonwealth of Virginia*

35. Inspection:

If this Agreement 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.

36. Inspection of Services:

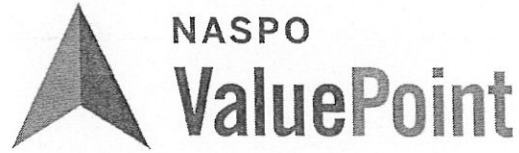
If this Agreement is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Clause, 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

State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

- C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the State Purchasing Agent or other party to this Agreement 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 Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:
 - (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
 - (2) reduce the Agreement price to reflect the reduced value of the services performed.
- F. 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 Agreement, the State Purchasing Agent or other party to this Agreement may:
 - (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
 - (2) terminate the Agreement for default.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**

Led by the *Commonwealth of Virginia*

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

37. Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement 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.

38. Arbitration:

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

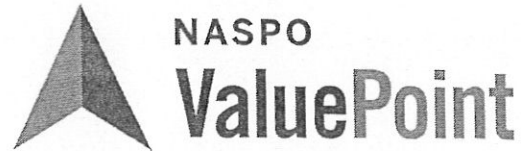
39. New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "**Gross total sales**" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

<u>Quarter:</u> First	<u>Period End:</u> September 30	<u>Report Due:</u> October 31
--------------------------	------------------------------------	----------------------------------

NASPO ValuePoint
PARTICIPATING ADDENDUM



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**

Led by the *Commonwealth of Virginia*

Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the "State Purchasing Division." This contract number **10-00000-20-00037 AC** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:
State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

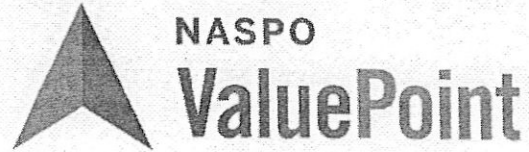
For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

39. Leasing and Financing: Procurement and other applicable laws of some Participating Entities may permit the use of leasing or alternative financing methods for the acquisition of products under the Master Agreement. The terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and the Participating Entity. When leasing or using alternative financing methods for this Participating Addendum, the Participating Entity is to follow the policy and guidelines outlined by their purchasing authority or state regulations, statutes, or any other applicable laws.

40. Subcontractors: All dealers, resellers, or other subcontractors authorized by the Contractor, as shown on the NASPO ValuePoint website, are approved to provide sales and service support under the Master Agreement. The Contractor's use of subcontractors will be in accordance with the terms and conditions set forth in the Master Agreement.

41. Orders: Any order placed by a Participating Entity for a product and/or service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**
Led by the Commonwealth of Virginia

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of New Mexico	Deere & Company
Signature: <i>Valerie Paulk</i>	Signature: <i>Tamara Hebert</i>
Name: Mark Hayden,	Name: Tamara Hebert
Title: State Purchasing Agent	Title: Contract Administrator
Date: 11/18/2020	Date: <i>10-8-2020</i>

x This Agreement was signed on behalf of the State Purchasing Agent

PLEASE NOTE: Fully executed Participating Addendums must be submitted, via email in pdf format, to NASPO ValuePoint at: pa@naspovaluepoint.org

For questions regarding the Participating Addendum process, please contact the NASPO ValuePoint Cooperative Contract Coordinators Team at: ccc@naspovaluepoint.org

ATTACHMENT 4

**John Deere 5090E Cab Utility Tractor
and
HX7 Lift-Type Rotary Cutter Product Brochures**



5090E

5090 Utility Tractor

- 2-year or 2,000-hour warranty
- Synchronized transmission with 9 forward gears and 3 reverse gears
- Customizable in as many as 21 different versions
- Motor PowerTech, guaranteed technology and efficiency worldwide

[Locate a Dealer](#)

[View Product Brochure >](#)

[View Product Brochure - 5090EH English >](#)

[View Product Brochure - 5090EH Spanish >](#)

[View Product Brochure - 5090EN English >](#)

Rigid Deck Rotary Cutters

Standard-Duty, Mid-Duty and Heavy-Duty.



JOHN DEERE



MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director
Date: April 18, 2022
Subject: Request for Approval of Sole Source Vendors

RLK

SUMMARY

The Agency requests Board approval of six sole source vendors with contract terms of four years (April 2022 – April 2026). These vendors are used to procure proprietary parts, specialty labor and technical assistance on an as-needed basis. Approving these vendors allows access to manufacturers with proprietary knowledge of the equipment at the Caja del Rio Landfill (Landfill) and the Buckman Road Recycling and Transfer Station (BuRRT).

Table 1. List of Sole Source Vendors.

Vendor	Reasons
Andela Products, Ltd., Richfield Springs, NY	Manufacturer of Andela pulverizers (glass crushers). Source of parts and technical assistance.
Bandit Industries (formerly Smoracy), Remus, MI	Manufacturer of Beast wood grinders. Source of parts and technical assistance. Also, provides labor for the troubleshooting, repair, and replacement of parts.
CP Manufacturing, San Diego, CA	Manufacturer of CP Manufacturing sorting and conveyance system for the MRF facility at BuRRT. Source of parts and technical assistance. Also, provides labor for the troubleshooting, repair, and replacement of parts.
Mega Corporation, Albuquerque, NM	Manufacturer of water tanks and associated components on wheel-tractor scrapers and trucks. Source of parts and technical assistance. Also, provides labor for the troubleshooting, repair, and replacement of parts and tank bodies.
Tarpomatic, Inc., Canton, OH	Manufacturer of tarping machines and associated components used to deploy tarps as alternative daily cover for the Landfill. Source of parts and technical assistance.
Van Dyk Baler Corp. (Van Dyk Recycling Solutions), Stamford, CT	Manufacturer of HB 80 baler for the MRF facility at BuRRT. Source of parts and technical assistance. Also, provides labor for the troubleshooting, repair, and replacement of parts.

BACKGROUND

Under Agency Policy No. 2013.4 Purchasing Procedure and Finance Policy (Policy) for sole source purchases, the Agency may procure services, construction, or items of tangible personal property from one vendor if it determines, after conducting a good faith review of available sources, that the vendor is the only source for the required services, construction or items of tangible personal property.

The Policy states the determination in writing shall be placed in the procurement file providing that: (1) there is only one source for the required service, construction, or item of tangible personal property, (2) the service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract; and (3) other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

The Policy states that the Agency must post notice of the intent to award a sole source contract on the Agency's and City of Santa Fe's websites at least thirty (30) days before a sole source contract can be awarded. The notices for this year's sole source vendors were posted on March 8, 2022.

The notices identify (1) the parties to the proposed contract, (2) the nature and quantity of the service, construction, or item of tangible personal property being contracted for; and (3) the contract amount. Any qualified potential vendor who was not awarded a sole source contract was provided the opportunity to protest the award by submitting in writing within fifteen (15) calendar days of the notice of intent to award a contract. No protests have been received to date.

The Policy also states the following for approval of sole source purchases: (1) the executive director is authorized to approve sole source purchases of up to \$60,000, excluding applicable state and local gross receipts taxes and freight; (2) the Board is the exclusive authority to approve sole source purchases of more than \$60,000, excluding applicable state and local gross receipts taxes and freight; and (3) the Board may adopt specific vendors as sole source providers of goods and services on an annual basis.

ACTION REQUESTED

The Agency is requesting Board approval of six sole source vendors - Andela Products, Bandit Industries, CP Manufacturing, Mega Corporation, Tarpomatic and Van Dyk Baler Corp.

The Agency also requests approval of sole source vendors for a contract term of four years (April 2022 – April 2026).

Attachments:

- 1) Sole Source Request and Determination Form – Andela Products, Ltd.
- 2) Sole Source Request and Determination Form – Bandit Industries
- 3) Sole Source Request and Determination Form – CP Manufacturing, Inc.
- 4) Sole Source Request and Determination Form – Mega Corporation
- 5) Sole Source Request and Determination Form – Tarpomatic, Inc.
- 6) Sole Source Request and Determination Form – Van Dyk Baler Corp.

M:\Memo\041822.3

ATTACHMENT 1

Sole Source Request and Determination Form

Andela Products, Ltd.



City of Santa Fe, New Mexico



SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form must be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety - () must be completed.*

*Date: 2/25/2022

*Prepared By: Danita S. Boettner

*Title: Procurement Manager/Landfill Manager

*Vendor Name: Andela Products, Ltd.

*Address: 493 State Route 28

*City: Richfield Springs

*State: NY

*Zip Code: 13439

*Description of Goods/Service to be procured:

*Estimated Cost: \$60,000 (Annually)

Term of Contract: One (1) to Four (4) year from award 4 Years

*Sole Source Request Justification Questions 1-3.

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

In January 2006, the SFSWMA's purchased the Andela Products, Ltd. pulverizer system from the City of Santa Fe when taking over operation of the Buckman Road Recycling and Transfer Station (BuRRT). Andela Products is the sole provider of spare/replacement parts, labor, service, and technical support as they relate to the Andela pulverizer system. Andela specific parts and support are procured on an as needed basis for equipment maintenance purposes.



City of Santa Fe, New Mexico



2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

N/A

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

The Andela equipment contains proprietary equipment and replacement parts. Most parts are equipment specific. By accessing directly with the manufacturer of the equipment, the SFSWMA gain access to the extensive knowledge (technical assistance) of the specified equipment, including the necessary specifications to fabricate replacement parts, minimized labor, and efficient service. The use of other manufacturers of these types of systems could require more extensive modifications than necessary, including potential modifications to the glass crushing area itself; thus, the probable cost of maintenance and repair of the pulverizer system by other vendors is most likely to be higher. Therefore, the use of Andela Products, Ltd. parts, labor, service and technical support also minimizes the costs for maintenance and repair of the pulverizer system over the next four years. The SFSWMA finds Andela Product to have the best possible price for their technical support, service, labor, and timeliness of parts delivery due to the manufacturing of parts in maintaining the repairing the pulverizer system for processing the recyclable material received at the BuRRT facility in an efficient and timely manner. There are no vendors or providers in New Mexico that can provide the necessary parts, labor, and service for the pulverizer (glass crusher) system at BuRRT.

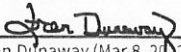


City of Santa Fe, New Mexico



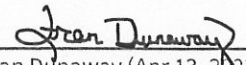
***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.


 Fran Dunaway (Mar 8, 2022 14:07 MST) Mar 8, 2022

 Fran Dunaway, CPO Date
 Purchasing Officer for the
 City of Santa Fe

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced contractor were received. *This Sole Source determination will be valid for a period of four (4) years from the date of the award.*


 Fran Dunaway (Apr 13, 2022 11:04 MDT) _____
 Fran Dunaway, CPO Date
 Purchasing Officer for the
 City of Santa Fe

***Required Attachments:**

- *Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations)*
- *Agenda item to be presented to SFSWMA's Joint Powers Board if over \$60,000 for Professional Services and \$60,000 for Goods and Non-Professional Services*



493 State Route 28 · Richfield Springs, NY 13439 · PHONE: (315) 858-0055 · FAX: (315) 858-2669
website: www.andelaproducts.com email: info@andelaproducts.com

1 /21/2022

Randall Kippenbrock
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

To whom it may concern,

The Andela Pulverizer System has a number of wear parts including parts that are specified to the Andela patented design. The single source for the purchases of these wear parts is Andela Products, Ltd. Andela Products is the only authorized distributor for parts, and service in the united states. There are no other providers of parts or service in New Mexico.

Best Regards,

David Spencer
Production Manager
Andela Products
dspencer@andelaproducts.com
www.andelaproducts.com
Ph:(315)858-0055 ext. 229
Fax:(315)858-2669

ATTACHMENT 2

Sole Source Request and Determination Form

Bandit Industries



City of Santa Fe, New Mexico



SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form must be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety - () must be completed.*

*Date: 2/25/2022

*Prepared By: Danita S. Boettner

*Title: Procurement Manager/Landfill Manager

*Vendor Name: Bandit Industries

*Address: 6750 Millbrook Road

*City: Remus

*State: MI

*Zip Code: 49340

*Description of Goods/Service to be procured:

*Estimated Cost: \$90,000 (Annually)

Term of Contract: One (1) to Four (4) year from award 4 Years

*Sole Source Request Justification Questions 1-3.

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

In 2003, the SFSWMA's Joint Powers Board approved the purchase of the 3680 Beast from Bandit Industries, Inc. for the green waste program (mulching operation) at the Caja del Rio Landfill (GSA Contract No. GS-30F-0015J). In 2006 the SFSWMA moved the green waste program to the Buckman Road Recycling and Transfer Station (BuRRT). Bandit Industries is the manufacturer of Beast wood grinders. Bandit is the sole source of parts and technical support. Bandit also provides labor for diagnostic, repair, and replacement of parts for ongoing maintenance of the Beast wood grinder machine. Bandit specific parts and support are procured on an as needed basis for equipment maintenance purposes.



City of Santa Fe, New Mexico



2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

N/A

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

In 2003, the 3680 Beast horizontal wood grinder located at the Buckman Road Recycling and Transfer Station (BuRRT) under GSA Contract No. GS-30F-0015J from Bandit Industries, Inc. The Beast contains proprietary knowledge and manufacturing techniques for several parts. Most parts are equipment specific. By accessing directly with Bandit Industries, the SFSWMA gain access to the extensive knowledge (technical assistance) of the specified equipment, including the necessary specifications to fabricate replacement parts, minimized labor, and efficient service. The use of other manufacturers of these types of equipment would likely be incompatible and would, therefore, require more extensive modification than necessary to repair the equipment; thus, the probable cost of maintenance and repair of the Beast by other vendors is likely to be higher. Therefore, the use of Bandit Industries for parts, labor, service and technical support will minimize the costs for maintenance and repair of the Beast over the next four years. The SFSWMA finds Bandit Industries to have the best possible price for their technical support, service, labor, and timeliness of parts delivery due to the manufacturing of parts and holding several patents. There are no vendors or providers in New Mexico that can provide the necessary Bandit and Beast parts, labor, and service for the Beast horizontal wood grinder at BuRRT.




City of Santa Fe, New Mexico



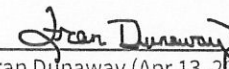
***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.


 Fran Dunaway (Mar 8, 2022 14:08 MST) Mar 8, 2022

 Fran Dunaway, CPO Date
 Purchasing Officer for the
 City of Santa Fe

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced contractor were received. *This Sole Source determination will be valid for a period of four (4) years from the date of the award.*


 Fran Dunaway (Apr 13, 2022 11:04 MDT)

 Fran Dunaway, CPO Date
 Purchasing Officer for the
 City of Santa Fe

***Required Attachments:**

- *Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations)*
- *Agenda item to be presented to SFSWMA's Joint Powers Board if over \$60,000 for Professional Services and \$60,000 for Goods and Non-Professional Services*



Bandit Industries, Inc.

6750 Millbrook Road
Remus, MI 49340
(800) 952-0178 or (989) 561-2270
WEBSITE: www.banditchippers.com

Employee Owned Company

February 02, 2022

Danita Boettner
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 8506-8342

Re: Sole source vendor statement

Bandit Industries Inc. and Smoracy LLC have merged with Bandit industries Inc. being the surviving company. Bandit Industries has acquired all existing patents held by Smoracy through the merger. Through these patents and other patents held by Bandit we have proprietary knowledge and manufacturing techniques which make us the sole source for several parts we manufacture and sell in relation to the manufacture, service, and on-going maintenance of Bandit and Beast equipment. Therefore, there are no other vendors or providers that can supply necessary Bandit and Beast parts, labor and service in New Mexico.

Thank you and please feel free to contact me if you have any questions or need additional information.

Sincerely,

William Zehnder
CFO/Controller
Bandit Industries Inc
989-561-2270 ext 779
bzehnder@banditchippers.com

ATTACHMENT 3

Sole Source Request and Determination Form

CP Manufacturing, Inc.



City of Santa Fe, New Mexico



SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form must be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety - () must be completed.*

*Date: 2/25/2022

*Prepared By: Danita S. Boettner

*Title: Procurement Manager/Landfill Manager

*Vendor Name: CP Manufacturing Inc.

*Address: 6795 Calle de Linea

*City: San Diego

*State: CA

*Zip Code: 92154

*Description of Goods/Service to be procured:

*Estimated Cost: \$60,000 (Annually)

Term of Contract: One (1) to Four (4) year from award 4 Years

*Sole Source Request Justification Questions 1-3.

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

On March 23, 2006, the SFSWMA's Joint Powers Board awarded CP Manufacturing, Inc. a construction contract for the design, manufacturing and installation of the existing co-mingled processing system (MRF sort line and associated conveyors) at the Buckman Road Recycling and Transfer Station (BuRRT) (RFP No. 06/21/P, Item #1). CP Manufacturing is the sole provider of spare/replacement parts, labor, service, and technical support as they relate to the CP Manufacturing's system. CP Manufacturing specific parts and support are procured on an as needed basis for equipment maintenance purposes.



City of Santa Fe, New Mexico



2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

N/A

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

The material recovery facility (MRF) at the Buckman Road Recycling and Transfer Station (BuRRT) was competitively designed and constructed (RFB No. 06/28/B) using the CP Manufacturing co-mingled processing and conveyance system. CP Manufacturing equipment contains proprietary equipment and replacement parts. Most parts are equipment specific. By accessing directly with the manufacturer of the equipment, the SFSWMA gain access to the extensive knowledge (technical assistance) of the specified equipment, including the necessary specifications to fabricate replacement parts, minimized labor, and efficient service. The use of other manufacturers of these types of systems could require more extensive modifications than necessary, including potential modifications to the MRF facility itself; thus, the probable cost of maintenance and repair of the MRF by other vendors is most likely to be higher. Therefore, the use of CP Manufacturing parts, labor, service and technical support will minimize the costs for maintenance and repair of the MRF system over the next four years. The SFSWMA finds CP Manufacturing to have the best possible price for their technical support, service, labor, and timeliness of parts delivery due to the manufacturing of parts in maintaining the repairing the MRF system for processing the recyclable material received at the BuRRT facility in an efficient and timely manner. There are no vendors or providers in New Mexico that can provide the necessary parts, labor, and service for the MRF system at BuRRT.

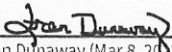


City of Santa Fe, New Mexico



***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.

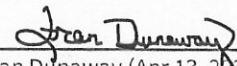

Fran Dunaway (Mar 8, 2022 14:11 MST)

Mar 8, 2022

Fran Dunaway, CPO
Purchasing Officer for the
City of Santa Fe

Date

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced contractor were received. *This Sole Source determination will be valid for a period of four (4) years from the date of the award.*


Fran Dunaway (Apr 13, 2022 11:02 MDT)

Fran Dunaway, CPO
Purchasing Officer for the
City of Santa Fe

Date

***Required Attachments:**

**Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations)*

**Agenda item to be presented to SFSWMA's Joint Powers Board if over \$60,000 for Professional Services and \$60,000 for Goods and Non-Professional Services*



CP MANUFACTURING, INC.

Manufacturers of Recycling Machinery
6795 Calle de Linea, San Diego CA. 92154

Tel: 619-477-3175 or 800-462-5311 • Fax: 619-477-0713

January 01, 2022

Caja del Rio Landfill
Buckman Road Recycling & Transfer Station
ATTN: Randall Kippenbrock
149 Wildlife Way
Santa Fe, NM 87506-8342

Dear Randall Kippenbrock,

CP Manufacturing is the sole source provider of spare/replacement parts, labor, and service for your Co-Mingled Processing System. This system includes specialized equipment and conveyors built under our job number 2077. There are no other known vendors or providers in New Mexico that can supply parts, labor, and service for this processing system.

Please feel free to contact our customer service department for replacement/spare parts or for more information. My extension is 203.

Sincerely,

Brian Pressley
Customer Service Supervisor

A handwritten signature in black ink, appearing to read 'B. Pressley', is written over a horizontal line.

ATTACHMENT 4

Sole Source Request and Determination Form

Mega Corporation



City of Santa Fe, New Mexico



SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form must be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety - () must be completed.*

*Date

2/25/2022

*Prepared By

Danita S. Boettner

*Title

Procurement Manager/Landfill Manager

*Vendor Name

Mega Corp, Inc.

*Address:

700 Osuna Rd. NE

*City:

Albuquerque

*State:

NM

*Zip Code:

87113

*Description of Goods/Service to be procured:

*Estimated Cost:

\$60,000 (Annually)

Term of Contract:

One (1) to Four (4) year from award

4 Years

*Sole Source Request Justification Questions 1-3.

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

The SFSWMA has three water wagons (two CAT water wagon 613C and one 621G) purchased as approved by the Joint Powers Board for leachate management and dust control at the Caja del Rio Landfill. Mega Corp is the manufacturer of the tank bodies and spray assemblies for use with the Caterpillar (CAT) scraper machine engines and drives. Mega Corp is the sole source manufacturer and provider of Mega Corp branded water tank equipment and support parts in the United States. Mega Corp's parts and technical support are associated with the tank bodies, pumps and spray assemblies, which are designed to properly position the payload and tank center of gravity within Caterpillar's scraper specifications for scraper axle weight distribution and the gross machine weight. Mega Corp also provides labor and structural technical assistance for diagnostics, repair, and replacement of parts for ongoing maintenance of the Mega Corp tank bodies and spray assemblies. Mega Corp specific parts and support are procured on an as needed basis for equipment maintenance purposes.



City of Santa Fe, New Mexico



2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

N/A

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

Mega Corp bodies and assemblies contain proprietary knowledge and manufacturing techniques for several parts. Most parts are equipment specific. By accessing directly with Mega Corp, the SFSWMA gain access to the extensive knowledge (technical assistance) of the specified equipment, including the necessary specifications to fabricate replacement parts, minimized labor, and efficient service. The use of other manufacturers of these types of equipment would likely be incompatible and would, therefore, require more extensive modification than necessary to repair the equipment; thus, the probable cost of maintenance and repair of the Mega Corp bodies by other vendors is likely to be higher. Therefore, the use of Mega Corp for parts, labor, service and technical support will minimize the costs for maintenance and repair of the tank bodies, pumps and spray assemblies over the next four years. The SFSWMA finds Mega Corp to have the best possible price for their technical support, service, labor, and timeliness of parts delivery due to their proprietary manufacturing techniques and holding several patents, copyrights, and trademark registrations. There are no other vendors or providers in the United States or New Mexico that can provide the necessary parts, labor, and service for the multiple Mega Corp bodies and assemblies utilized for leachate management and dust control at the Caja del Rio Landfill.

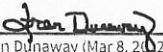


City of Santa Fe, New Mexico

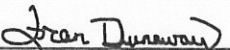


***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.

 _____ Fran Dunaway (Mar 8, 2022 14:08 MST)	Mar 8, 2022
Fran Dunaway, CPO Purchasing Officer for the City of Santa Fe	Date

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced contractor were received. *This Sole Source determination will be valid for a period of four (4) years from the date of the award.*

 _____ Fran Dunaway (Apr 13, 2022 11:02 MDT)	
Fran Dunaway, CPO Purchasing Officer for the City of Santa Fe	Date

***Required Attachments:**

- *Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations)*
- *Agenda item to be presented to SFSWMA's Joint Powers Board if over \$60,000 for Professional Services and \$60,000 for Goods and Non-Professional Services*



P.O. Box 26146, Albuquerque, NM 87125 • 700 Osuna Rd. NE, Albuquerque, NM 87113 • U.S. 1-800-345-8889 • Direct 505-345-2661 • Fax 505-345-6190
www.megacorpinc.com

2 Feb 2022

To: Randall Kippenrock
Santa Fe Solid Waste Management
149 Wildlife Way
Santa Fe, NM 87506

Mega Corp is the sole source manufacturer and provider of Mega Corp branded water tank equipment and support parts in the United States. Mega Corp branded products and manufacturing techniques are proprietary and protected by several patents, copyrights, and trademark registrations. Therefore, only authorized OEM dealers can supply Mega Corp products and services

Mega Corp Products are custom designed and manufactured for very specialized equipment applications. Failure to use Mega Corp provided parts and established repair procedures on Mega manufactured tanks and components will cause reduced service life, increase equipment malfunctions, and cause premature failure.

For any additional information on Mega Corp or Mega Corp Branded products please visit our website at www.megacorpinc.com or call us at 1-800-345-8889

Sincerely,

A handwritten signature in black ink, appearing to read "Norm Redenshek".

Norm Redenshek
Director – Product Support & Part Sales

ATTACHMENT 5

Sole Source Request and Determination Form

Tarpomatic, Inc.



City of Santa Fe, New Mexico



SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form must be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety - () must be completed.*

*Date

2/25/2022

*Prepared By

Danita S. Boettner

*Title

Procurement Manager/Landfill Manager

*Vendor Name

Tarpomatic Inc.

*Address:

512 45th St. SW

*City:

Canton

*State:

OH

*Zip Code:

44706

*Description of Goods/Service to be procured:

*Estimated Cost:

\$60,000 (Annually)

Term of Contract:

One (1) to Four (4) year from award

4 Years

*Sole Source Request Justification Questions 1-3.

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

The SFSWMA has two Tarpomatic machines that were purchased as approved by the Joint Powers Board to deploy tarps for alternative daily cover at the Caja del Rio Landfill. Tarpomatic is the sole source manufacturer and provider of Tarpomatic branded equipment and support parts across the world, including the United States and New Mexico. Tarpomatic's parts and technical support are associated with maintenance of the machine. Tarpomatic specific parts and support are procured on an as needed basis for equipment maintenance purposes.



City of Santa Fe, New Mexico



2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

N/A

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

Tarpomatic has proprietary knowledge and manufacturing techniques for several parts. Most parts are equipment specific. By accessing directly with Tarpomatic, the SFSWMA gains access to the extensive knowledge (technical assistance) of the specified equipment, which minimizes labor, and provides for efficient service of the equipment. The use of other manufacturers of these types of equipment would likely be incompatible and would, therefore, require more extensive modification than necessary to repair the equipment; thus, the probable cost of maintenance and repair of the Tarpomatic machine by other vendors is likely to be higher. Therefore, going directly to Tarpomatic for parts and technical support will minimize the costs for maintenance and repair of the machines over the next four years. The SFSWMA finds Tarpomatic to have the best possible price for their technical support and timeliness of parts delivery due to their proprietary manufacturing techniques and holding several patents, copyrights, and trademark registrations. There are no other vendors or providers in the United States or New Mexico that can provide the necessary parts and technical support for the multiple Tarpomatic machines utilized to deploy tarps for alternative daily cover at the Caja del Rio Landfill.

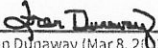


City of Santa Fe, New Mexico



***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.



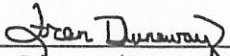
Fran Dunaway (Mar 8, 2022 14:07 MST)

Mar 8, 2022

Fran Dunaway, CPO
Purchasing Officer for the
City of Santa Fe

Date

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced contractor were received. *This Sole Source determination will be valid for a period of four (4) years from the date of the award.*



Fran Dunaway (Apr 13, 2022 11:03 MDT)

Fran Dunaway, CPO
Purchasing Officer for the
City of Santa Fe

Date

***Required Attachments:**

**Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations)*

**Agenda item to be presented to SFSWMA's Joint Powers Board if over \$60,000 for Professional Services and \$60,000 for Goods and Non-Professional Services*

January 21, 2022

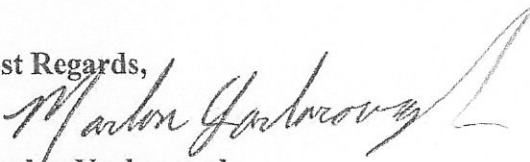
Randall Kippenbrock, PE
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

Mr. Kippenbrock,

Tarpomatic is the only dealer for parts and service (for warranty) in the state of New Mexico and is necessary to purchase the ancillary (replacement parts, remote control, etc.) from Tarpomatic, since we are the only manufacturer in the world of the equipment. Tarpomatic retains an ample inventory supply of replacement parts for immediate shipment.

If you have any questions or need any further assistance in this matter, please do not hesitate to call our offices toll free at the number listed below. I may be reached directly at (225)268-7234.

Best Regards,



Marlon Yarborough
Tarpomatic, Inc.
Marketing and Sales Manager
marlonyarborough@tarpomatic.com
(800)500-5069

ATTACHMENT 6

Sole Source Request and Determination Form

Van Dyk Baler Corp.



City of Santa Fe, New Mexico



SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form must be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety - () must be completed.*

*Date: 2/25/2022

*Prepared By: Danita S. Boettner

*Title: Procurement Manager/Landfill Manager

*Vendor Name: Van Dyk Baler Corp.

*Address: 78 Halloween Boulevard

*City: Stamford

*State: CT

*Zip Code: 06902

*Description of Goods/Service to be procured:

*Estimated Cost: \$60,000 (Annually)

Term of Contract: One (1) to Four (4) year from award) 4 Years

*Sole Source Request Justification Questions 1-3.

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

On May 4, 2006, the SFSWMA's Joint Powers Board awarded Van Dyk Baler Corp. an equipment contract for the manufacturing and installation of the existing Bollegraaf materials baler (Model HB 80) at the Buckman Road Recycling and Transfer Station (BuRRT) (RFP No. 06/21/P, Item #2). Van Dyk is the sole provider of spare/replacement parts, labor, service, and technical support as they relate to the Bollegraaf baler. Van Dyk/Bollegraaf specific parts and support are procured on an as needed basis for equipment maintenance purposes.



City of Santa Fe, New Mexico



2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

N/A

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

The material recovery facility (MRF) at the Buckman Road Recycling and Transfer Station (BuRRT) was competitively designed and constructed (RFB No. 06/28/B) using the Bollegraaf baling system provided by Van Dyk. The Bollegraaf baler contains proprietary equipment and replacement parts. Most parts are equipment specific. By accessing directly with the manufacturer of the equipment, the SFSWMA gain access to the extensive knowledge (technical assistance of the specified equipment, including the necessary specifications to fabricate replacement parts, minimized labor, and efficient service. the use of other manufacturers of these types of systems could require more extensive modifications than necessary, including potential modifications to the baling facility itself; thus, the probable cost of maintenance and repair of the baler by other vendors is most likely to be higher. Therefore, the use of parts, labor, service and technical support provided by Van Dyk will minimize the costs for maintenance and repair of the baling system over the next four years. The SFSWMA finds Van Dyk Baler Corp. to have the best possible price for their technical support, service, labor, and timeliness of parts delivery due to the manufacturing of parts in maintaining and repairing the baling system for processing the recyclable material received at the BuRRT facility in an efficient and timely manner. There are no vendors or providers in New Mexico that can provide the necessary parts, labor, and service for the baling system at BuRRT.

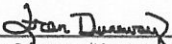


City of Santa Fe, New Mexico



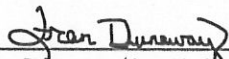
***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.


 Fran Dunaway (Mar 8, 2022 14:08 MST) Mar 8, 2022

 Fran Dunaway, CPO Date
 Purchasing Officer for the
 City of Santa Fe

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced contractor were received. *This Sole Source determination will be valid for a period of four (4) years from the date of the award.*


 Fran Dunaway (Apr 13, 2022 11:03 MDT) Date

 Fran Dunaway, CPO
 Purchasing Officer for the
 City of Santa Fe

***Required Attachments:**

- *Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations)*
- *Agenda item to be presented to SFSWMA's Joint Powers Board if over \$60,000 for Professional Services and \$60,000 for Goods and Non-Professional Services*



DESIGN, SALES AND SERVICE FOR BOLLEGRAAF, LUBO AND TOMRA

January 28, 2022

Santa Fe Solid Waste Management Agency

Randall Kippenbrock
149 Wildlife Way
Santa Fe, NM 87506

Dear Randall Kippenbrock,

This letter confirms that Van Dyk Baler Corp. is the exclusive distributor in the United States and Canada for Bollegraaf Machinery, parts and service. We are the exclusive sales and service company for Bollegraaf and Lubo recycling equipment.

Van Dyk Baler Corp. and Lubo USA, LLC., is the only authorized Bollegraaf and Lubo dealer for the Bollegraaf and Lubo machines, parts and service for New Mexico.

As an authorized distributor, Van Dyk Baler Corp. and Lubo USA, LLC. maintain an inventory of replacement parts and staff of factory trained technicians to provide support and service to direct our customers of our equipment.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Bova", with a long horizontal flourish extending to the right.

Christopher P. Bova
Director of Operations

SALES LOCATIONS

NORTHEAST • MID ATLANTIC • SOUTHEAST • SOUTHWEST
MID WEST • WEST COAST • NORTHWEST • ONTARIO • MEXICO

VAN DYK RECYCLING SOLUTIONS IS THE TRADE NAME FOR VAN DYK BALER CORP. AND LUBO 32

MAIN OFFICE
360 DR MLK JR DRIVE
NORWALK, CT 06854
203 967 1100 Main
203 967 1199 Fax
info@vdrs.com
www.vdrs.com



MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: April 18, 2022
Subject: Presentation, Discussion and Possible Action on the Fiscal Year 2022-2023 Proposed Budget

Attached is the proposed Santa Fe Solid Waste Management Agency operating budget for the Fiscal Year 2023 beginning July 1, 2022, and ending June 30, 2023 (FY 23).

This memorandum reviews the current fiscal year (FY 22) and provides the framework for the proposed FY 23 budget. The format is similar to previous budgets and includes a budget summary, revenue justifications (Form R-1), a list of contractual services (Form E-1), union and non-union position pay ranges and an organizational chart.

ACCOMPLISHMENTS

Major accomplishments for FY 22 include:

- Implemented Schedule Year 1 of 4 fees, rates, and charges for the Landfill and BuRRT on October 1, 2021.
- Established a \$15 per hour minimum wage for Agency positions.
- Received NMED approval for updated Landfill operating plans.
- Procured drainage material (crushed basalt) from DelHur Industries for Landfill Cells 7-9.
- Continued excavation in the East Phase (Cells 7-9 and storm water ditch).
- Continued with Town Recycling for the processing and marketing of recyclable materials at BuRRT.
- Purchased a walking floor transfer trailer, a Caterpillar 308 mini excavator and a Peterbilt roll-off truck for BuRRT.
- Purchased a Caterpillar D8T waste handler track-dozer for the Landfill.
- Procured a John Deere utility tractor with a rotary cutter for the Landfill and BuRRT.
- Procured heavy equipment rebuilds and repairs.
- Provided excellent customer service, both internally and externally.

GOALS

The Agency's major goals for FY 23 include:

- Implement Schedule Year 2 of 4 fees, rates, and charges for the Landfill and BuRRT, effective July 1, 2022.

- Reroof the BuRRT transfer station building with a TPO membrane and install new skylights with fall protection screen.
- Construct a new concrete storage bunker for glass recycling at BuRRT.
- Procure heavy equipment and vehicles for the Landfill and BuRRT.
- Conduct a feasibility study of a large-scale solar farm at the Landfill.
- Obtain the necessary approval to accept limited quantities of out-of-county waste at the Landfill on an ‘ad hoc’ basis, a key recommendation of the 2014 solid waste assessment and management study.
- Assist the City of Santa Fe in passing/amending an ordinance that requires all construction and demolition waste generated in the City to be disposed of at the Landfill; a key recommendation of the 2014 solid waste assessment and management study.
- Provide consistent communication on recycling and solid waste management issues.
- Continue progress with the Agency’s Environmental Health and Safety and Training programs; and
- Continue providing excellent customer service, both internally and externally.

PROJECTED REVENUES

The proposed FY 23 budget shows projected revenues of \$11,076,762, an overall increase of \$1,991,332 from FY 22. Revenues for the proposed budget are based on Schedule Year 2 fees, rates, and charges for the Landfill and BuRRT. In contrast, revenues for FY 22 were based on 2012 solid waste and recycling fees (rates) for the first three months of the fiscal year and Schedule Year 1 of 4 rate increases for the remaining nine months beginning October 1, 2021. The following table compares the proposed FY 23 revenues with FY 22 and FY 21.

Description	FY 21 Actual	FY 22 Budget	FY 22 Projected	FY 23 Proposed Budget
Landfill Tipping Fees	\$5,770,006	\$6,100,000	\$6,332,088	\$7,197,811
Transfer Station (BuRRT)	\$1,246,478	\$1,564,622	\$1,553,443	\$1,858,448
Recycling Processing Fee	\$0	\$1,126,913	\$1,113,201	\$1,724,032
Sale of Scrap Metals	\$72,606	\$63,000	\$61,160	\$61,680
Rock Sales	\$130,916	\$157,500	\$56,624	\$157,500
Compost & Mulch	\$3,151	\$10,920	\$7,067	\$10,515
Glass Rebate	\$46,571	\$62,475	\$67,867	\$66,776
TOTAL	\$7,269,728	\$9,085,430	\$9,191,450	\$11,076,762

Landfill tipping fees are projected to increase from \$6,100,100 to \$7,197,811, based on the scheduled Year 2 of 4 fees, rates, and charges and a slightly higher projected tonnage of 165,725 tons versus 161,625 tons processed in the prior year.

Projected revenue generated by the transfer station is expected to increase from \$1,564,622 to \$1,858,448 based on Schedule Year 2 of 4 rate increases for solid waste, green waste, glass and scrap tires.

Projected revenue from the proposed recycling processing fee at \$160 per ton is expected to generate \$1,724,032 compared to \$1,126,913 during FY 22.

Projected revenue from the sale of scrap metals is expected to remain flat at \$61,680.

Caja del Rio Landfill rock sale revenues are expected to increase to \$157,500, based on a projected sale of 110,000 tons, up from 37,750 tons projected for FY 22. The increase in rock sales has a direct correlation to the increase in BLM royalty payments.

Projected revenue from the sale of mulch and finished compost under a public-private partnership with Payne's Nursery is expected to be \$10,515, which is based on approximately 2,628 tons at \$4.00 per ton.

Revenue (rebate) from the delivery of glass bottles to Momentum Recycling in Broomfield, Colorado, is projected to be \$66,776, based on 1,908 tons at \$35 per ton.

Interest income is not included. The Agency's fiscal agent, the City of Santa Fe, determines interest income and will be included when available.

PROJECTED EXPENSES

The FY 23 proposed budget shows an increase of \$1,377,745 in operating expenses from \$9,085,339 to \$11,076,762.

The proposed budget reflects an overall increase in base salaries and benefits for the Landfill and BuRRT staff at \$283,877.

The proposed budget includes higher health insurance costs at 18.5% (\$78,911), an 0.875% increase in employer contribution to PERA (\$64,239), additional overtime (\$30,000), and \$15 per hour minimum pay for Agency employees (\$6,800).

The proposed budget contains a cost of living adjustment (COLA) of 4.5% (\$133,691) and a merit pay increase based on an evaluation system that averages to a 3% salary increase (\$67,897).

The COLA and merit pay structures are specified in Article 18 of the Agreement between the Agency and AFSCME Local 3999. Although the Agreement expired on June 30, 2021, most of the terms continue until the parties (management and union) negotiate a new contract. The Appropriations Clause in Article 38 of the Agreement states the terms are contingent upon sufficient appropriations and authorizations by the Board. It also states that if the Board does not authorize the appropriations such as COLA and merit pay, then the Agency must provide written notice to AFSCME. The appropriations are then subject to immediate re-negotiation by the parties, upon written request by either party.

The same COLA and merit pay increases are proposed for nine non-union positions. COLA is proposed for the Executive Director and two temporary laborer positions.

COLA is calculated as a percentage change in the consumer price index (CPI) as computed by the U.S. Department of Labor – Bureau of Labor Statistics using the Consumer Price Index for Urban Wage Earnings and Clerical Workers for the West Urban Area for All Items. Specifically, the CPI is calculated using the annual rate of the previous calendar year for the upcoming budget (i.e., calendar year 2021 for FY 23 budget). The CPI for the calendar year 2021 is 4.5%. COLA is applied to the Compensation Pay Plan by adjusting the ranges of each pay grade for union and non-union positions.

The Agency proposes to reclassify the Admin Assistant/HR Officer position from an SWM-11 to SWM-17 to reflect the increased responsibilities and complex assignments. The financial impact for the reclassification is approximately \$3,600.

Merit pay increases are based on performance evaluations and range from 0% to 4%. Past merit pay averages 2.5% among employees who receive merit increases.

A revised organizational chart is included in the proposed budget. The Agency proposes to assign two maintenance workers to the equipment maintenance supervisor.

The annual lease payment for the city-owned BuRRT facility (7th year of the 8-year lease agreement) is \$266,000.

There is no change for legal services in the proposed budget. Likewise, there are no changes for professional services such as website design and hosting and other miscellaneous professional services.

The proposed budget shows a decrease of \$3,942 to audit services.

Compliance contracts that include environmental monitoring and air quality services show increases of \$152,570 for the Landfill and \$10,675 for BuRRT.

The proposed budget reflects an overall decrease of \$5,248 for service contracts at the Landfill for security services, IT support, fire suppression system inspection and services on heavy equipment.

There is an overall increase of \$75,287 for service contracts at BuRRT for security services, IT support, security camera support, armored cash pick-up services, scrap tire transportation and recycling, e-waste and television recycling, glass transportation service, household hazardous waste recycling, fire alarm system testing, fire extinguisher inspections, janitorial services, pest control service and employee medical services.

The Agency anticipates paying Town Recycling up to \$805,000 for processing and sorting recyclable materials.

An overall increase of \$57,128 for engineering services for the Landfill and BuRRT has been

budgeted.

The proposed budget provides a reimbursement share of basalt rock sales to BLM at \$82,500 with the assumption of 110,000 tons of basalt rock sold and \$0.75 per ton paid to BLM.

The proposed budget reflects an overall increase of \$10,600 for propane gas at \$3 per gallon for the Landfill and BuRRT.

An increase of \$15,000 for water, including effluent water for dust control and composting at the Landfill, has been budgeted.

There are no changes for electric and communication expenses at the Landfill and BuRRT.

The FY 23 budget shows no changes for the repairs and maintenance category for the Landfill and BuRRT, which includes buildings and structures, grounds and roads, furniture, heavy equipment and machinery and vehicles.

The proposed budget provides an overall increase of \$15,000 for office supplies, operating supplies and safety supplies for the Landfill and BuRRT.

The proposed budget shows no change in software, books, uniform and clothing, and food for the Landfill and BuRRT.

The proposed budget includes an increase of \$19,500 for software subscriptions for the Landfill including a Fleetio program for fleet management and maintenance and GPS grade control program for construction and excavation.

An overall increase of \$8,450 for tires at the Landfill and BuRRT has been budgeted.

The FY 23 budget includes an overall increase of \$4,200 for gasoline at \$4 per gallon for the Landfill and BuRRT. The budget also shows an overall increase of \$326,000 diesel for the Landfill and BuRRT with the expectation that diesel prices will hold at \$5.00 per gallon.

The proposed budget shows a decrease of \$28,728 for services to other city departments based on the City of Santa Fe's cost allocation from \$172,946 to \$144,218.

The proposed budget reflects an overall decrease of \$26,616 for insurance assessments as determined by the City of Santa Fe: general liability department assessment—facilities, benefits department assessment, general liability 3rd party administration—pollution, bond expense, and property coverage—general liability.

The FY 23 budget includes an increase of \$6,400 for bank charges and credit card transaction fees.

The proposed budget provides an overall increase to gross receipt taxes of \$107,423, which are based on 5% of projected revenues from landfill and transfer station tipping fees. The budget shows gross receipts taxes at the Landfill to be \$367,000 and BuRRT to be \$180,000.

There is an overall increase of \$18,000 for travel, per diem, and registration for the Landfill and BuRRT.

There are no changes for printing and publishing, advertising, dues, building rental, equipment/machinery rental, and inventory-exempt purchases for the Landfill and BuRRT.

RESERVE FUNDS

The proposed budget contains intra-fund transfers of \$1,850,000 to these five reserve funds:

- Equipment Replacement Reserve - \$1,200,000
- Capital Improvement Projects Reserve Fund - \$100,000
- Cell Development Reserve Fund - \$200,000
- Closure/Post-Closure Care Reserve Fund - \$125,000
- Landfill Gas Collection System Reserve Fund - \$225,000

The following proposed expenditures to be funded by the Equipment Replacement Fund:

- Heavy-duty service truck for the Landfill and BuRRT to replace Unit 1322, a 2003 Ford F-250 pickup truck with 86,787 miles - \$250,000

The following proposed expenditures will be funded by the Capital Improvements Reserve Fund:

- Scale replacement for the inbound scale at Landfill - \$60,000
- New concrete bunker for storing glass bottles at BuRRT - \$240,000
- Reroof the BuRRT transfer station building with a TPO roof membrane - \$210,000
- Install new skylights with fall protection screens for the BuRRT transfer station building - \$80,000

ACTION REQUESTED

The proposed FY 23 budget is now before the Board for consideration and possible approval, with or without amendments.

Attachment: Fiscal Year 2023 Proposed Budget Packet

M:\Memo\Memo041822.6.docx

ATTACHMENT

Fiscal Year 2023 Proposed Budget Packet

LANDFILL OPERATING BUDGET - (8100851)

Object Account	Description	FY 2021/22	FY 2022/2023	Difference
		BUDGET APPROVED_JPB	BUDGET PROPOSED_JPB	Between FY 21/22 and 22/23
500200	Exempt Full-Time	132,157	139,917	7,760
500350	Classified Full-Time	1,104,334	1,159,344	55,010
500800	Temporary Part-Time	40,000	46,800	6,800
501400	Overtime	35,000	50,000	15,000
502200	Incentives	4,200	4,200	-
503100	FICA	97,592	102,974	5,382
503150	Retirement (PERA)	257,816	291,591	33,775
503200	Employee Health Ins	333,427	371,493	38,066
503250	Retiree Health Care	24,814	26,921	2,107
503300	Unemployment		15,752	15,752
503350	Workers' Comp	48,175	53,379	5,204
503400	City Share Dental Insurance	12,188	12,716	528
	MERIT est 3% and related Liabilities	38,782	40,212	1,430
	COLA 4.5% and related Liabilities	28,873	84,423	55,550
510200	Legal Contract	40,300	40,300	-
510250	Compliance Contracts	74,000	226,570	152,570
510300	Professional Contracts	22,500	22,500	-
510310	Service Contracts	185,710	180,462	(5,248)
510320	Engineering Services	126,047	160,000	33,953
510330	Audit Services	25,000	21,058	(3,942)
510600	Reim Share of Sales (BLM)	75,000	82,500	7,500
513950	Propane Gas	21,000	30,000	9,000
514000	Water	25,000	40,000	15,000
514050	Electric	15,000	15,000	-
514100	Communication	28,000	28,000	-
520100	Rep and Maint Build/Struct	40,000	40,000	-
520200	Rep & Maint Grounds/Rd	5,000	5,000	-
520300	Rep & Maint Furn/Fix/Equip	15,000	15,000	-
520400	Rep & Maint Machin & Equip	300,000	300,000	-
520500	Rep & Maint Vehicles	10,000	10,000	-
530100	Office Supplies	7,000	10,000	3,000
530200	Operating Supplies	32,000	35,000	3,000
530300	Safety Supplies	10,000	11,000	1,000
530500	Uniform, Clothing, Linen	16,000	16,000	-
530600	Software	1,000	1,000	-
530700	Books/Subscrpts/Periodicals	1,500	1,500	-
530710	Software Subscriptions	7,000	26,500	19,500
530900	Tires	34,500	37,950	3,450
531000	Gasoline	15,000	21,000	6,000
531050	Diesel	279,000	532,000	253,000
555250	Gen Liab Dept Assessment-Facilities	94,316	63,885	(30,431)
555260	Benefits Dept. Assess	9,911	9,726	(185)
555300	Gen Liab-Third Party Admin-Pollution	40,000	44,000	4,000
555400	Bond Expense	150	150	-
560200	Out of State	2,000	4,000	2,000
560250	In State	3,000	6,000	3,000
560500	Out of State	2,000	4,000	2,000
560550	In State	2,000	3,000	1,000
560700	Registration	3,500	4,500	1,000
561000	Postage and Mail Service	2,000	2,200	200
561200	Employee Training/Tuition	10,000	10,000	-
561400	Gross Receipt Taxes	305,000	367,000	62,000
561750	Bank Charges & Fees	5,000	6,600	1,600
561800	Printing & Publishing	-	-	-
561850	Advertising	10,000	10,000	-
561900	Dues	3,000	3,000	-
562550	Building Rental	200	200	-
562600	Equipment/Machinery Rental	5,000	5,000	-
563100	Svcs of other City Depts	86,473	72,109	(14,364)
572400	Inventory Exempt Purchases	20,000	20,000	-
	Total Landfill Budget	4,171,465	4,943,432	771,967

RECYCLING BUDGET - (8100852)

Object Account	Description	FY 2021/22	FY 2022/2023	Difference
		BUDGET APPROVED JPB	BUDGET PROPOSED JPB	Between FY 21/22 and 22/23
500350	Classified Full-Time	805,044	833,766	28,722
501400	Overtime	45,000	60,000	15,000
502200	Incentives	4,200	4,200	-
503100	FICA	65,350	63,783	(1,567)
503150	Retirement (PERA)	168,161	180,615	12,454
503200	Employee Health Ins	214,692	255,537	40,845
503250	Retiree Health Care	16,185	16,675	490
503350	Workers' Comp	39,952	43,187	3,235
503400	City Share Dental Insurance	10,160	9,474	(686)
	MERIT est 3% and related Liabilities	24,602	27,685	3,083
	COLA 4.5% and related Liabilities	18,804	49,268	30,464
510250	Compliance Contracts	5,000	15,675	10,675
510300	Professional Contracts	2,500	2,500	-
510310	Service Contracts	1,249,975	1,390,812	140,837
510320	Engineering Services	35,825	59,000	23,175
513950	Propane Gas	2,400	4,000	1,600
514000	Water	4,000	1,000	(3,000)
514050	Electric	50,000	50,000	-
514100	Communication	27,000	27,000	-
520100	Rep and Maint Build/Struct	60,000	60,000	-
520200	Rep & Maint Grounds/Rd	5,000	5,000	-
520300	Rep & Maint Furn/Fix/Equip	13,000	13,000	-
520400	Rep & Maint Machin & Equip	218,000	218,000	-
520500	Rep & Maint Vehicles	10,000	10,000	-
530100	Office Supplies	4,000	6,000	2,000
530200	Operating Supplies	15,000	20,000	5,000
530300	Safety Supplies	10,000	11,000	1,000
530400	Food	1,000	1,000	-
530500	Uniform, Clothing, Linen	11,875	11,875	-
530600	Software	1,000	1,000	-
530700	Books/Subscrpts/Periodicals	1,000	1,000	-
530710	Software Subscriptions	5,000	5,000	-
530900	Tires	38,000	43,000	5,000
531000	Gasoline	6,000	4,200	(1,800)
531050	Diesel	88,000	161,000	73,000
560200	Out of State	1,000	2,000	1,000
560250	In State	2,500	5,000	2,500
560500	Out of State	1,000	2,000	1,000
560550	In State	1,000	2,000	1,000
560700	Registration	1,000	4,500	3,500
561200	Employee Training/Tuition	12,000	12,000	-
561400	Gross Receipt Taxes	134,577	180,000	45,423
561750	Bank Charges & Fees	21,600	26,400	4,800
561850	Advertising	30,000	30,000	-
561900	Dues	1,000	1,000	-
562550	Land/Building	266,000	266,000	-
562600	Equipment/Machinery Rental	5,000	5,000	-
563100	Svcs of other City Depts	86,473	72,109	(14,364)
572400	Inventory Exempt Purchases	10,000	10,000	-
	Total Recycling Budget	3,848,875	4,283,261	434,386
Intra-Fund Transfers Out:				
811	Equipment Replacement	-	1,200,000	1,200,000
812	Gas Collection System	200,000	225,000	25,000
813	Cell Development	415,000	200,000	(215,000)
814	Emergency Cash Reserve	-	-	-
815	Closure/Post Closure	75,000	125,000	50,000
816	Capital Improvements	375,000	100,000	(275,000)
	Total Intra-Fund Transfers Out	1,065,000	1,850,000	785,000
	TOTAL OPERATING BUDGET	9,085,339	11,076,693	
	TOTAL PROJECTED REVENUES	9,085,430	11,076,762	
	NET REVENUES	91	69	-

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2022/2023 REVENUE JUSTIFICATION

(1) DEPARTMENT Santa Fe Solid Waste (SFSWMA) DIVISION _____

Section 11-2.5 of the city code requires a review of fees in preparing the annual budget. Review all fees assessed within your functions to insure that fees charged are appropriate for the services provided. Increases or decreases to fees must be justified in writing. Attach a memo detailing the rationale for fee adjustments recommended.

All revenues have been reviewed and are at appropriate levels. _____ signed _____ date _____

(2) REVENUE SOURCES*		(3) 2020/2021 ACTUAL	(4) 2021/2022 BUDGET	(5) 2022/2023 BUDGET
BU/Line Item	Description			
8100851.438613	Compost & Mulch	3,151	10,920	10,515
8100851.438615	Recycle-Misc (Scrap Metal)	72,606	63,000	61,680
8100851.438710	Transfer Station Fees	1,246,478	2,691,535	3,582,480
8100851.438750	Landfill Tipping Fees	5,770,006	6,100,000	7,197,811
8100851.470510	Rock Sales	130,916	157,500	157,500
8100851.470700	Glass Rebate	46,571	62,475	66,776
		7,269,728	9,085,430	11,076,762
TRANSFERS-IN.....	DID NOT KEY INTO E-1			
From 810 (8100851.755...)				
8110855.655810	Equipment Replacement Fund	1,068,816		1,200,000
8120860.655810	Gas Collection System	12,278	200,000	225,000
8130875.655810	Cell Development	65,227	415,000	200,000
8140880.655810	Emergency Cash Reserves	22,407		-
8150885.655810	Closure/Post Closure	224,837	75,000	125,000
8160890.655810	Capital Improvement Fund	16,370	375,000	100,000
		1,409,935	1,065,000	1,850,000
TOTALS:		8,679,663	10,150,430	12,926,762

*NOTE: For transfer in or out, show fund or business unit representing the "other side" of the transfer. In other words, if a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

DO NOT enter any transfers into JD Edwards--the Budget Office will do this.

Call the Budget Office @ 955-6177 if you need assistance.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2022/23

CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100851.510200

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600
<small>(select <u>one</u> of the above - for additional line items use another form)</small>			

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Legal Services	Legal Services	RFP	40,000	
Legal Service	Independent Legal Review of Legal Services		300	
TOTAL			40,300	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2022/23 CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100851.510250

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600
<small>(select <u>one</u> of the above - for additional line items use another form)</small>			

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Enviromental Services	Monitoring of Methane, Groundwater and Leachate and inspection and annual reporting	RFP	60,900	
Storm Water Pollution Prevention Plans	Storm Water Monitoring, Inspection, Training and Updates		5,000	
Air Quality Services	Air quality permitting and compliance reporting services		160,670	
		TOTAL	226,570	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2022/23 CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION BURRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100852.510250

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of Sales - 510600
Chemicals Service - 510810	<small>(select <u>one</u> of the above - for additional line items use another form)</small>		

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Storm Water Pollution Prevention Plans	Storm Water Monitoring, Inspection, Training and Updates		5,000	
Environmental Services	Inspections and compliance annual reporting		7,675	
Air Monitoring Services	Emmissions annual inventory reporting		3,000	
TOTAL			15,675	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2022/23

CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100851.510300

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600

(select one of the above - for additional line items use another form)

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
WEB Page	Updates and Changes to the Agency's WEB Page		2,500	
Professional Services	Misc Professional Services		20,000	
TOTAL			22,500	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2022/23

CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION BURRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100852.510300

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600

(select one of the above - for additional line items use another form)

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
WEB Page	Updates and Changes to the Agency's WEB Page		2,500	
		TOTAL	2,500	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2022/23

CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100851.510310

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	<input type="checkbox"/> Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600
<i>(select <u>one</u> of the above - for additional line items use another form)</i>			

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Security	Security Services for the Landfill	ITB	67,762	
IT Computer Support	Provide Technical Computer Support	RFP	32,500	
OSHA Health/Safety	Required OSHA Medical/Physical Exams	RFP	10,000	
D&A Testing	Drug Testing/Random Testing		1,000	
Armored Services	Armored Services for Cash Pick-Up		6,400	
Disposal of Non-Hazardous Fluids	Disposal of Non-Hazardous Fluids as per State/Federal Regulations		2,000	
Eloys Pest Control	Monthly Pest Control Service		2,000	
Wastework Support	Support for Wastework Software		2,400	
Janitorial Services	Janitorial Services	ITB	37,100	
Employee Assistance	Employee Assistance Program		750	
Camera Monitoring	Camera Monitoring System		9,000	
Telephone Support	Office Telephone Service and Support		1,550	
Fire Extinguishers	Refill / Inspect Fire Extinguishers		1,000	
Fire Suppression	Fire Suppression-Heavy Equipment Annual Inspection		7,000	
TOTAL			180,462	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2022/23 CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION BuRRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100852.510310

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	<input type="checkbox"/> Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of Sales - 510600
Chemicals Service - 510810	(select <u>one</u> of the above - for additional line items use another form)		

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Security	Security Services for BuRRT	ITB	67,762	
IT Computer Support	Provide Technical Computer Support	RFP	21,600	
OSHA Health/Safety	Required OSHA Medical/Physical Exams	RFP	10,000	
DNA Testing	Drug Testing/Random Testing		1,000	
Armored Services	Armored Services for Cash Pick-Up		6,400	
Disposal of Non-HasardousFluids	Disposal of Sharps		1,000	
Eloys Pest Control	Monthly Pest Control Service		2,000	
Wastework Support	Support for Wastework Software		1,200	
Employee Assistance	Employee Assistance Program		750	
Camera Monitoring	Camera Monitoring System		9,000	
Telephone Support	Office Telephone Service and Support		1,550	
Hazardous Waste Disposal	Household Hazardaous Waste Disposal From BuRRT (ACT & Terracycle)	RFP	150,000	
Tire Disposal	Disposal, Processing and Hauling of Tires	ITP	57,600	
Sprinkler Testing	Annual Sprinkler Testing at the BuRRT		2,000	
Fire Extinguishers	Refill / Inspect Fire Extinguishers		1,000	
Fire Alarm Testing	Quarterly Fire Alarm System Inspection Quarterly Fire Alarm Monitoring		2,400 1,200	
Janitorial Services	Janitorial Services	ITB	32,900	
E-Waste Disposal	E-Waste Diposal and Television Disposal	ITB	70,000	
Glass Hauling	Hauling Glass to Colorado	ITB	146,450	
Recycling	Recycling Contract	RFP	805,000	
TOTAL			1,390,812	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2022/23

CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100851.510320

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
<input checked="" type="checkbox"/> Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600
<small>(select <u>one</u> of the above - for additional line items use another form)</small>			

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Engineering Services	Landfill Topo and Volume Calc, Landfill Support & Misc. Engineering Services		160,000	
		TOTAL	160,000	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2022/23 CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION BuRRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100852.510320

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
<input checked="" type="checkbox"/> Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of Sales - 510600
Chemicals Service - 510810	<small>(select <u>one</u> of the above - for additional line items use another form)</small>		

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Engineering Services	BuRRT Glass Crushing Area, BuRRT Management Plans update, tire changing area		53,000	
Engineering Services	Green waste area		6,000	
TOTAL			59,000	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2022/23 CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100851.510330

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
Engineering Services - 510320	<input checked="" type="checkbox"/> Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	Reimburse Share of
Chemicals Service - 510810			Sales - 510600

(select one of the above - for additional line items use another form)

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
Audit	Annual Financial Audit Required by New Mexico State Auditor	RFP	21,058	
TOTAL			21,058	

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2022/23 CONTRACTUAL SERVICES

(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION _____

(2) BUSINESS UNIT & LINE ITEM 8100851.510600 (BLM Reimbursed Share of Sales of Rock)

Legal Services - 510200	Compliance Services - 510250	Professional Contracts - 510300	Service Contracts - 510310
Engineering Services - 510320	Audit Services - 510330	Other Consulting - 510340	Instruction Services - 510350
Grants & Services - 510400	Detention Center - 510410	Subsidy Payments - 510500	<input checked="" type="checkbox"/> Reimburse Share of Sales - 510600
Chemicals Service - 510810	<small>(select <u>one</u> of the above - for additional line items use another form)</small>		

Please identify whether a contract/grant is new, and whether it is an ongoing or one-time expense. Also identify whether contract is for piecemeal/intermittent delivery of goods/services on an as-needed basis (check all that apply).

Ongoing / Recurring Expense
 New Contract / Grant
 Piecemeal / Intermittent Delivery

(3) ITEM	(4) PURPOSE	(5) METHOD OF CONTRACT	(6) EST. COST (TAX INCLUDED)	(7) EST. DATE OF ARRIVAL
BLM Sale of Rock	BLM Mineral Contract (Assumed 110,000 tons of Rock to be sold and paid \$.75/ton to BLM)	Mineral Contract	82,500	
TOTAL			82,500	

Santa Fe Solid Waste Management Agency
Bargaining Unit Position Pay Ranges

Fiscal Year 2023

Effective July 9, 2022, includes 4.5% COLA

Classification (Position Title)	Range	Pay Ranges		
		Min	Mid	Max
Glass Crusher Technician	SWU04	15.68	19.02	22.36
Green Waste Spotter	SWU04	15.68	19.02	22.36
Laborer	SWU04	15.68	18.38	22.73
Maintenance Worker	SWU06	17.21	21.07	24.94
Scalemaster	SWU07	18.07	22.13	26.19
BuRRT HHW Handler	SWU09	19.93	24.41	28.89
BuRRT Transfer Operator I	SWU09	19.93	24.41	28.89
Equipment Mechanic I	SWU09	19.93	24.41	28.89
Heavy Equipment Operator I	SWU09	19.93	24.41	28.89
Scalemaster II	SWU09	19.93	24.41	28.89
BuRRT Transfer Operator II	SWU10	20.90	25.60	30.30
Equipment Mechanic II	SWU10	20.90	25.60	30.30
Field Service Lube Tech	SWU10	20.90	25.60	30.30
Heavy Equipment Operator II	SWU10	20.90	25.60	30.30
BuRRT Transfer Operator III	SWU14	25.42	31.14	36.86
Equipment Mechanic III	SWU14	25.42	31.14	36.86
Heavy Equipment Operator III	SWU14	25.42	31.14	36.86
Maintenance Coordinator	SWU14	25.42	31.14	36.86
Project Specialist	SWU14	25.42	31.14	36.86

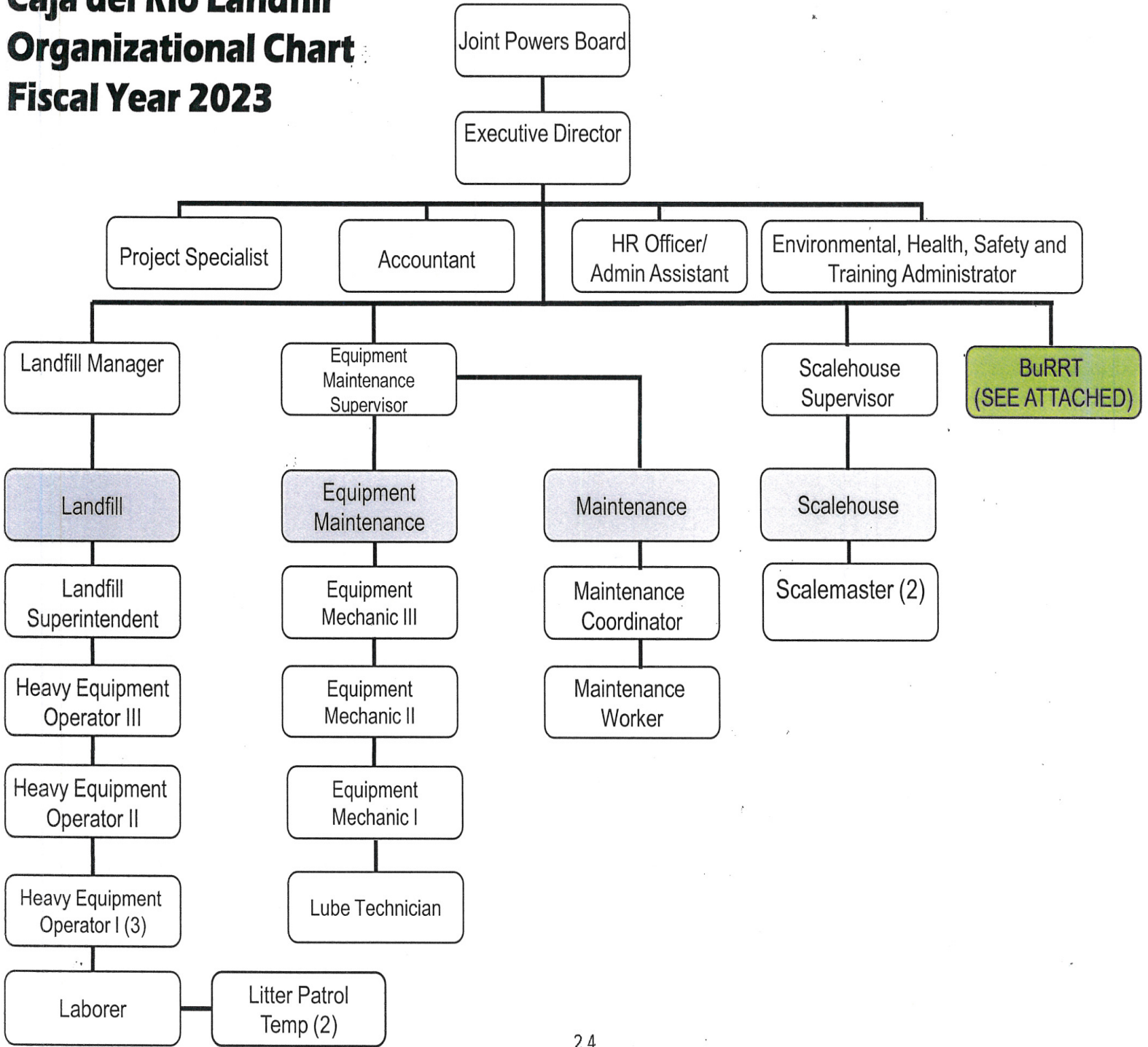
Santa Fe Solid Waste Management Agency
 Non-Union Position Pay Ranges
 Fiscal Year 2023

Effective July 9, 2022, includes 4.5% COLA

Classification (Position Title)	Range	Pay Ranges		
		Min	Mid	Max
Admin Assistant/HR Officer	SWM17	28.40	36.92	45.45
BuRRT Superintendent	SWM17	28.40	36.92	45.45
Equipment Maintenance Supervisor	SWM17	28.40	36.92	45.45
Landfill Superintendent	SWM17	28.40	36.92	45.45
Scalehouse Supervisor	SWM17	28.40	36.92	45.45
Accountant	SWM20	32.87	42.74	52.62
Environmental Health, Safety & Training Administrator	SWM20	32.87	42.74	52.62
BuRRT Site Manager	SWM20	32.87	42.74	52.62
Landfill Manager	SWM20	32.87	42.74	52.62
Executive Director	SWM28	47.44	61.68	75.91

Temporary Hire Positions	Pay
Laborer - Temp (9-Months Assignment)	\$15.68

Caja del Rio Landfill Organizational Chart Fiscal Year 2023



BuRRT Organizational Chart Fiscal Year 2023

