AGENDA

SWMA JOINT POWERS BOARD
JUNE 16, 2022
5:00 PM
ATTEND VIRTUALLY

SFSWMA
Santa Fe Solid Waste Management Agency
Buckman Road Recycling & Transfer Station (BuRRT)
Caja del Rio Landfill

Due to the COVID-19 public health emergency, members of the public can attend and listen to the Joint Powers Board meeting virtually via WebEx by following the information below:

Join by WebEx Meeting Link using a computer/laptop/smartphone:
https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.my/j.php?MTID=m68e5de5831d4deca851b006fd19ae095

Join by Telephone or Mobile Device: (415) 655-0001
Meeting Number (Access Code): 2556 241 2669
Meeting Password: 567 45 542

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **APPROVAL OF AGENDA**

IV. **APPROVAL OF MINUTES**

A. Regular Meeting – May 19, 2022

V. **MATTERS FROM THE PUBLIC**

VI. **APPROVAL OF CONSENT AGENDA**

VII. **CONSENT AGENDA**

A. Request for Approval of Closure/Post-Closure Care and Phase I/II Assessment Cost Estimates for the Caja del Rio Landfill.

B. Request for Approval of Closure/Post-Closure Care Cost Estimates for the Buckman Road Recycling and Transfer Station.

C. Request for Approval of Amendment No. 3 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. Extend the Term of the Agreement through July 16, 2023.

2. Increase the Compensation by $70,000 for a Total Amount Not to Exceed $195,000.

D. Request for Approval of Amendment No. 2 to the Price Agreements for Off-Road Heavy Equipment Repairs – Parts and Labor – with Multiple Vendors (ITB No. '20/27/B):

1. Cummins Inc., Albuquerque, NM
2. Power Equipment Company, Albuquerque, NM (formerly Golden Equipment Company)
3. San Loma, Inc. dba WestFleet, Albuquerque, NM
4. Wagner Equipment Company, Albuquerque, NM
5. Welch Equipment Company, Inc., Albuquerque, NM

E. Request for Approval of Amendment No. 2 to the Price Agreements for On-Call Electrical Services with Multiple Vendors (ITB No. '20/28/B):

1. Allied Electric, Inc. of Santa Fe, NM
2. B&D Industries, Inc. of Albuquerque, NM

F. Request for Approval to Replace a Pentair Hydromatic Submersible Solid Handling Pump and a NEMA 4X Electrical Closure and Control Panel for the Caja del Rio Landfill Effluent Pond by Allied Electric of Santa Fe, NM, under ITB No. '20/28/B in the Amount of $39,518.50; and

1. Approval of Budget Increase to 8100851.570300 (Improvement to Land Other Than Buildings) from 810.100700 (Operating Fund Cash Balance) in the Amount of $39,518.50.

G. Request for Approval to Purchase a Peterbilt Model 337 Heavy-Duty Mechanic Truck, with Necessary Extras and Extended Warranty, from Rush Truck Centers of New Mexico, Inc. of Albuquerque, NM, under Texas Local Government Purchasing Cooperative - BuyBoard Contract No. 601-19 in the Amount of $291,797; and

1. Approval of Budget Increase to 8100852.571000 (Capital Outlay – Vehicles Greater Than 1.5 Ton) from 811.100700 (Equipment Replacement Reserve Fund Cash) in the Amount of $291,797.

VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

IX. MATTERS FROM STAFF - AGENCY, CITY, COUNTY

A. Shirlene Sitton, Division Director, City of Santa Fe Environmental Services Division.

B. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works.

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

X. **MATTERS FROM THE BOARD**

XI. **NEXT MEETING DATE: Thursday, August 18, 2022**

XII. **ADJOURN**

SUMMARY OF ACTION
SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING
THURSDAY, MAY 19, 2022, 5:00 PM
ATTENDED VIRTUALLY

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SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING
THURSDAY, MAY 19, 2022, 5:00 PM
ATTENDED VIRTUALLY

I. CALL TO ORDER

The meeting of the Santa Fe Solid Waste Management Agency Joint Powers Board Meeting was called to order at 5:05 pm by Commissioner Hansen, Chair, on Thursday, May 19, 2022, and was attended virtually.

II. ROLL CALL

MEMBERS PRESENT
Councilor Michael Garcia
Commissioner Hank Hughes
Councilor Christopher Rivera
Commissioner Anna Hansen, Chair
(1 vacancy)

MEMBERS ABSENT
Commissioner Anna Hamilton, Excused

OTHERS PRESENT
Brian Colon, State Auditor
Randall Kippenbrock, Executive Director, SWMA
Rosalie Cardenas, 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
John Blair, City Manager, City of Santa Fe
Ricky A. Bejarano, Finance Department, City of Santa Fe
Layla Archuletta-Maestas, Deputy City Manager, City of Santa Fe
Elizabeth Martin, Stenographer

III. APPROVAL OF AGENDA

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

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

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

IV. APPROVAL OF MINUTES APRIL 21, 2022

Chair Hansen said on the minutes, page 7, it should say that May 21st is the Earth Day celebration in the City and County and the Earth Day event at Camino Jacobo Public Housing.

MOTION A motion was made by Commissioner Hughes, seconded by Councilor Rivera, to approve the minutes as amended.

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

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

V. MATTERS FROM PUBLIC

None.

VI. UPDATE ON FY-21 AUDIT BRIAN COLON, OFFICE OF THE STATE AUDITOR

Chair Hansen thanked Mr. Colon for attending the meeting saying she was happy to have him here.

Mr. Colon said he appreciated having the opportunity to be here. Thank you for inviting him. He and Chair Hansen have been in close discussion for several months prior to this regarding the City's audit status and timely reporting. She has been quite vocal as to the effects on your work. He has also been in communication with Councilor Michael Garcia. They have been very consistant communications. We are working diligently to get some progress. He is happy to see the City Manager and Mr. Bejarano at the meeting. Mr. Bejarano is a welcome addition to the Finance

Department for the City.

Mr. Blair stated that Mr. Bejarano is the Acting Deputy Director of Finance and Chief Accounting Officer.

Mr. Colon said he would like to bring the Board up to speed on the present status of the audit and financial status issues of the City. The Office of the State Auditor has had extensive meetings with the leadership of the City of Santa Fe this week. Clifton Larson Allen engaged with the City of Santa Fe to provide their audit. There were certain items the City needed to present to the firm. The City was unable to do so. CLA made the decision to disengage with the City and not do the audit. The Office of the State Auditor said we were going to provide support and oversight to the City of Santa Fe for the 2021 audit and guardrails for the process. We engaged DFA and the Local Governments Division to assist with the support. The City is aware of this and has committed to provide a time schedule for the 2022 audit as well. There will be some overlap of the audits.

Mr. Colon continued saying we know certain items are required and have provided the City with a spreadsheet of these items, including the trial balance, general ledger and cash reconcilation. We have asked the City to provide us with a comprehensive work plan for the provision of each item one week from tomorrow. We discussed regular meetings and have agreed to meet every week until we feel every other week will be enough. The meetings will include the Office of the State Auditor, the City, DFA and the Local Governments Division. This group will review the work plan status. He and Mr. Kippenbrock met earlier today. We want to be extremely responsive to his needs. The Office of the State Auditor has oversight over the City of Santa Fe regarding the requirement for them to submit an annual audit. DFA wants to lean in to provide support to the City of Santa Fe to do the audit.

Mr. Colon stated that there have been some changes made at the City of Santa Fe Finance Department. Those changes are welcome. The people at the table at this time provide more focus and participation than in the past. We are at the front end of this process.

Mr. Colon asked the City Manager and Mr. Bejarano if they had any corrections to make to what he had said or any additional comments.

Mr. Blair said he did not have anything to correct. He did want to express his gratitude to the Office of the State Auditor, DFA and the Local Governments Division. We plan to get the 2021 audit done as soon as possible and to present the 2022 audit on time. We are grateful for the assistance and for allowing us to participate together with you as well.

Chair Hansen said she was the previous Chair of the Buckman Direction Diversion Board and is not Chair of SWMA. Both Boards are intertwined with the City

which makes our audit late. What she would like to see is that our cash balances and funds are no longer intermingled with the City's so we are not penalized for the City's inability to provide us with our cash balances and payroll information that we need for our audit. We depend on that and do not understand how the cash balances could be so off this year. It is a large frustration for us. We would like to separate out Cash Balances, Investments and Payroll from the City so that we can do our audit independently and on time.

Mr. Colon said he is confident that Ms. Long can guide your process with that. If the City is your fiscal agent he is not sure that is something that would be feasible. If you can find a path he would not stand in the way.

Ms. Long said this is a topic that has come up previously, but now it is more front and center. She has heard from the City that we can explore this for the future. For the current audit, she does not think we can extricate ourselves from that. We can investigate, with the City's help, how we could accomplish a separation for Fiscal Year 23.

Mr. Bejarano said we are looking into that. Currently we are tied together. His personal opinion is that should have never happened. He cannot answer to the past as to why that was done. His opinion is that it has to be extricated, but not until Fiscal Year 23. We are talking seriously about a timeline for that part of the work plan that we are submitting to the State Auditor.

Chair Hansen said that is good news to hear. We pay the City of Santa Fe a fair amount of money to be our fiscal agent. Separate would be better.

Councilor Rivera asked Ms. Long if there was anything in the JPA that prohibits us from transferring the fiscal responsibility to the County.

Ms. Long said she did not believe there was anything to prohibit a different fiscal agent. She believes that in the past it was a work load issue for the County.

Councilor Rivera asked if this was an area we may want to look at.

Ms. Long said she will certainly take a look at that.

Chair Hansen said it might be possible for SWMA to have a different fiscal agent, but she does not think the BDD could. They are so intertwined with the City Water Department.

Councilor Rivera asked if there was anything that prohibited SWMA from being its own fiscal agent.

Mr. Kippenbrock said it has been this way since 2004. This idea has been

explored over the years. He thinks we should continue with the City as our fiscal agent. We are intertwined with PERA and payroll as well regarding cost sharing. Legal and IT are independent. Everything else is with the City. It is a matter of getting through this hurdle. We should see progress from there.

Councilor Rivera thanked Mr. Kippenbrock.

Commissioner Hughes said he has had some experience with fiscal agents. He thinks we should separate accounts, but probably not separate everything. He is really glad to hear that Mr. Bejarano and others at the City are working hard on this. It is in our best interest, all of us, for the City financial situation to move smoothly.

Chair Hansen said she is encouraged as well.

Councilor Rivera asked Mr. Colon if he was willing to update the Board as to the work plan and when we can submit our audit.

Mr. Colon said yes, he would be happy to come back in a quarter with updates. It is worth noting that Mr. Kippenbrock has communicated that the communication with the City has increased.

Chair Hansen said she would appreciate that.

Councilor Garcia asked if Mr. Blair or Mr. Bejarano has anything to add.

Mr. Blair said neither of them has anything to add.

Councilor Rivera thanked Auditor Colon for being with us today. It means a lot to all of us on the City side and the Board.

Mr. Colon said he would make himself available and will be responsive to your calls. He appreciated the work of the Board and the leadership you provide. It is an honor and a privilege to be with you today.

Chair Hansen said she is grateful for him and for the City to be in attendance today. It is a good sign that you recognize how seriously we take this at SWMA.

Ms. Long said the Auditor has provided us with helpful information so that we know what to expect.

Mr. Colon stated that if there are any additional questions or if the Board or Mr. Kippenbrock need to contact him, please feel free to do so. Mr. Color gave his contact number.

Mr. Colon said he is happy to attend future Board meetings to discuss progress made.

VII. APPROVAL OF CONSENT CALENDAR

Councilor Rivera pulled item B from the Consent Calendar for discussion.

MOTION A motion was made by Councilor Rivera, seconded by Commissioner Hughes to approve the Consent Calendar as amended.

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

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

VIII. CONSENT CALENDAR

A. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE SERVICES AGREEMENT WITH TOWN RECYCLING, LLC, OF ALBUQUERQUE, NM, FOR PROCESSING AND MARKETING OF RECYCLABLE MATERIALS (RFP NO. '19/06/P); AND

1. **EXTEND THE TERM OF AGREEMENT THROUGH MAY 30, 2023.**

2. **INCREASE THE COMPENSATION BY $300,000 FOR A TOTAL AMOUNT NOT TO EXCEED $2,550,000.**

Approved on consent.

B. REQUEST FOR APPROVAL OF CONSTRUCTION AGREEMENT WITH DEL HUR INDUSTRIES OF PORT ANGELES, WA, FOR THE BASALT ROCK CRUSHING AND SALES OPERATION FOR THE CAJA DEL RIO LANDFILL (RFP NO. '22/25/P).

Mr. Kippenbrock said this is a new ten year agreement. This is the third long term construction agreement we have had. We went out to RFP in January. This company was the only one to provide a submittal. The Agency is paid $1.50 per ton. 75 cents of that goes to BLM as part of the royalty agreement. The other 75 cents helps us with some of our costs. In two years all the rock will be done. They did propose that they would like to blast more.

Councilor Rivera said he understands and approves of this project. His question has to do with the ten year term and how this relates to the Abatement Act.

Ms. Long said the Procurement Act was amended to allow the ten year terms. Despite that they still have to be renewed and can be terminated with notice or for cause.

Councilor Rivera asked if they have to be approved annually.

Ms. Long said if there are amendments that effect the contract, certainly. Otherwise it is subject to the termination provision.

MOTION A motion was made by Councilor Rivera, seconded by Councilor Garcia, to approve the request.

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

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

IX. MATTERS FROM THE EXECUTIVE DIRECTOR

Mr. Kippenbrock said on July 1, 2022 it will be the second year of our four year rate increase. Last year the increase was $2.50. Year two is the highest increase at $5.00. The three main flat rates will go up by fifty cents. The highest is our per ton rate which will go up $5.00 and so on. The rate increases will generate $2 million. We will send out notices to commercial users and in billing statements. It will also be noticed in the newspaper.

Councilor Rivera asked is there, at some point, a time when it becomes too expensive and people will try to use other methods to dump where they should not dump.

Mr. Kippenbrock said that is a good question. These increases are necessary. We are in line with other agencies in the area.

Councilor Rivera said it concerns him. There is a lot of illegal dumping.

Chair Hansen said this is an ongoing issue at the County that we talk about on a regular basis. We are closing our Tesuque Transfer Station and we know that will cause a lot of heartache. We are closing because the Pueblo does not want us on their land any longer.

X. MATTERS FROM STAFF - AGENCY, CITY, COUNTY

A. DANITA BOETTNER, P.E., LANDFILL MANAGER, SWMA

Ms. Boettner stated we had our Spring Free Trash day on April 23rd. It was a successful event. We had 568 customers at BuRRT who brought 87 ½ tons of trash. At Caja we had 136 customers who brought 112 tons of trash. The participation was similar to last spring. The first weekend in June will be free tire disposal and green waste at BuRRT. That will be our last green waste free day for the year. We will continue to have free tire days on the first weekend of every month.

Ms. Boettner continued saying we sent three agency personnel to the Lubbock Regional Rodeo. Mechanic II, Ryan Muller took first place in his category. He has been with the Agency for six years. As to tours, City staff took a tour of the landfill since the last Board meeting. Next week we will have the BuRRT staff and Caitlin Weber and her crew.

Chair Hansen asked Ms. Boettner to give the Board's congratulations to Mr. Muller. She thinks we should prepare a recognition certificate for him.

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

Ms. Sitton thanked Ms. Boettner for the tour she gave to our customer service team. We also sent four operators to the Lubbock Rodeo. We did a joint press release about the winners that included pictures. Our operators won second place in the operators competition, Albert Valdez won second place overall and first in New Mexico. Patricio Lopez won a second place award as well. Congratulations to all of them.

Chair Hansen asked Mr. Kippenbrock if he could prepare certificates for all of the winners.

Mr. Kippenbrock said he would do so.

Councilor Rivera said he would like to do a recognition of the employees at the Public Works meeting.

Ms. Sitton said we posted our Outreach Coordinator position and have had lots of good candidates respond. She noted that regarding illegal dumping, that is a behavior that is criminal. Most law-abiding citizens do not engage in criminal activity such as that. We have a white paper on that issue and she will send it to the Board. It is not just based on fees.

C. LES FRANCISCO, SOLID WASTE SUPERINTENDENT, SANTA FE COUNTY

Mr. Francisco said the Great American Clean Up went well. The citizens were very happy. We will make the transition regarding Tesuque as smooth as we can. We

are reassuring constituents that we have other drop sites. They may not be as convenient, but they will be open to them.

D. CAITLIN WEBER, SUSTAINABILITY SPECIALIST, SANTA FE COUNTY

Ms. Weber said we have canceled out Backyard Composting Program. We are busy with planning community Earth Day events and are excited to tour BuRRT next Tuesday. We continue to provide recycling training to new County staff as well. The single use plastic and polystyrene containers Resolution passed. We are looking into education and programs around that.

Commissioner Hughes said it would be good to provide education around the harmful effects that get in the way of our recycling efforts.

Chair Hansen said thank you all. These presentations broaden the information SWMA brings forward.

XI. MATTERS FROM THE BOARD

Chair Hansen asked if a decision had been made regarding in-person or Webex meetings in the future.

Mr. Kippenbrock said that remains to be determined. The County is doing hybrid meetings. He will need to check with the City.

XII. NEXT MEETING
JUNE 16, 2022

XIII ADJOURNMENT

There being no further business before the Board, the meeting adjourned at 6:20 pm.

Attested to By:

Commissioner Anna Hansen, Chair

Katharine E. Clark
Santa Fe County Clerk

Elizabeth Martin, Stenographer

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director
Date: June 14, 2022
Subject: Request for Approval of Closure/Post-Closure Care Cost Estimates for the Caja del Rio Landfill

SUMMARY

The Agency is requesting the Board approve the closure and post-closure care cost estimates of $9,592,954 for the Caja del Rio Landfill (Landfill), effective June 30, 2022.

The Agency's auditors may reflect the updated cost estimates in the FY-22 financial statements.

BACKGROUND

On June 17, 2021, the Board approved the June 30, 2021 closure and post-closure care cost estimates for the Landfill at $9,100,321. These cost estimates were published in a June 8, 2021 report prepared by Randall Kippenbrock, P.E.

The June 30, 2022 cost estimates were derived using the June 30, 2021 cost estimates and adjusted for 4.5% annual inflation, based on the U.S. Department of Labor Statistics Bureau of Labor Statistics data.

The filled/active disposal area of the Landfill subject to closure and post-closure care is the entire West Phase (Cells 1-6B) permitted disposal area of 87.3 acres. The East Phase (Cells 7-11) permitted disposal area of 54.3 acres is not included.

The estimates adjusted the costs for the operation and maintenance of the active landfill gas collection system, installing 13 active landfill gas wells in Cell 6B, and decommissioning the active landfill gas system, including 41 gas wells, after the 15 years of post-closure care.

The other conditions/factors for the cost estimates remained unchanged.

ACTION REQUESTED

The Agency requests the Board approve the June 30, 2022 closure and post-closure care cost estimates for the Landfill.

Attachment: Closure/Post-Closure Care Cost Estimates for Landfill for June 30, 2022.

M:\Memo\Memo061422.1

Attachment

Closure/Post-Closure Care Cost Estimates for Landfill for June 30, 2022

Closure / Post Closure Care and Phase I / II Assessment
Cost Estimates
for June 30, 2022

Caja del Rio Landfill
SWB Permit No. SWM-261708 and SW98-05(M)
Santa Fe, Santa Fe County, New Mexico

prepared for:

Santa Fe Solid Waste Management Agency
Caja del Rio Landfill
149 Wildlife Way
Santa Fe, NM 87506

prepared by:

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

June 14, 2022

6/14/22

Closure / Post-Closure Care and Phase I / II Assessment
Cost Estimates
for
June 30, 2022

Santa Fe Solid Waste Management Agency
Caja del Rio Landfill

The following describes the cost estimates for closure, post-closure care, Phase I assessment and Phase II assessment as per 20.9.10 New Mexico Administrative Code, Financial Assurance.

The closure cost estimate requires a detailed written estimate, in current dollars, showing the cost of hiring a third party to close the largest area of the landfill ever requiring a final closure at any time during the active life when the extent and manner of its operation would make closure the most expensive, as indicated by its final closure plan under 20.9.10.9 NMAC.

The post-closure care cost estimate is based on a detailed written estimate, in current dollars, showing the most expensive costs of hiring a third party to conduct post-closure care for the landfill in compliance with the post-closure care plan under 20.9.10.10 NMAC.

Both Phase I and Phase II assessments are based on written estimates, in current dollars, of the costs of hiring a third part to conduct activities in accordance with 20.9.10.11 NMAC.

The cost estimate for a corrective action program is not included in this report.

The unit costs are based on SFSWMA experience from cell development and liner construction projects . The unit costs are not site specific showing breakdown of labor, equipment, material, etc. The unit costs, however, are within the range commonly found in cost estimating references (e.g., cost estimates from consultants/contractors, RS Means, EPA).

The complete closed landfill site will consist of 495 permitted acres, including the disposal area, surrounding buffer zone areas, and the property designated for drainage, storage, and maintenance facilities.

The annual adjustment inflation for Year 2021 is 4.5%, which is based from the U.S. Department of Labor - Bureau of Labor Statistics data.

The closure cost estimate is based on the following conditions:

1. Current site conditions.

2. Closing the filled waste disposal area (constructed cells) and placing final cover.

3. The filled/active disposal area encompasses ± 87.3 acres of the West Phase Cells 1-6B permitted disposal area (footprint) of 87.3 acres. This does not include the East Phase Cells

7-11 permitted disposal area (footprint) of 54.3 acres.

4. The final cover type required for the Subtitle D cells - erosion layer (6"), infiltration layer (18"), and intermediate cover (12").

5. Assumes the intermediate cover is in place under 20.9.5 NMAC. (± 73.3 acres).

6. Based on the above, the total number of acres that will require final cover for closure is 87.3 acres as of June 30, 2022 and 87.3 acres at the end of the 20-year permit life.

7. No final cover has been installed (0 acres).

The post-closure cost estimate is based on the following:

1. The total number of acres for post-closure care is 87.3 acres.

2. Assume re-seeding once every five years for 5% of the landfill area.

3. Assume cover repair for 5% of the landfill area.

4. All groundwater monitoring wells and the active methane gas system are in place prior to closure.

5. Assume the active landfill gas (methane) collection system can be removed after a minimum of 15 years in operation after landfill closure.

6. The volume of leachate generated annually will drop substantially once intermediate or final cover is applied to an area.

7. Annual groundwater detection monitoring and reporting for the approved Reduced Parameter Sampling List for 24 years.

8. Six years of annual groundwater detection monitoring and reporting for 20.9.9.20 NMAC Subsections A and C.

9. Quarterly methane gas monitoring and reporting for 30 years.

The cost estimate for Phase I assessment is based on the following:

1. Assessment monitoring and corrective action is required for a ten-year period.

2. Initial assessment monitoring within 90 days of the determination of an exceedance under Subsection M of 20.9.9.10 NMAC to include sampling and analyzing the groundwater for all constituents and parameters referenced and listed in Subsections B and C of 20.9.9.20 NMAC for each downgradient well (MW-2R and MW-4R).

3. Sample and analyze for any constituents detected in the downgradient wells from the initial assessment monitoring, a minimum of four independent samples from each upgradient and downgradient well (MW-1, MW-2R, MW-4R).

4. Costs for the 90-day assessment monitoring in MW-1, MW-2R and MW-4R per Subsection D(2) of 20.9.9.13 NMAC. This includes sampling and analysis for all constituents listed in Subsections A and C of 20.9.9.20 NMAC and the detected constituents from Subsection B of 20.9.9.20 NMAC.

5. Costs for preparation and submittal of a report covering the methods and results of the initial assessment monitoring, four independent rounds of assessment monitoring and the additional 90-day assessment monitoring.

6. Semi-annual monitoring in MW-1, MW-2R and MW-4R for Subsections A and C of 20.9.9.20 NMAC, plus assessment monitoring detections in Subsection B of 20.9.9.20 NMAC, for eight events.

7. Additional detection monitoring costs for the assessment detections in wells MW-1, MW-2R and MW-4R.

8. Assessment monitoring in MW-1, MW-2R and MW-4R for Subsection B of 20.9.9.20 NMAC required at least once every five years (two events).

9. Installation of two downgradient corrective action wells per NMED. Costs are based on the installation of Well P-5 installed at the landfill in September 2006.

10. Monitoring in the two corrective action wells for the assessment detections.

11. Costs for preparation and submittal of a report covering the methods and results of the corrective action well installation and sampling.

12. Semi-annual monitoring in the two correction action monitoring wells for the assessment detections.

The cost estimate for Phase II assessment is based on the following:

1. Phase II cost is estimated to be $100,000.

CAJA DEL RIO LANDFILL - June 30, 2022 CLOSURE COST ESTIMATE[1]

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Engineering Costs				
Topographic Survey	Per Acre	$186	87.3	$16,238
Boundary Survey for Affidavit	Lump Sum	$7,357	1	$7,357
Site Evaluation	Per Acre	$410	87.3	$35,793
Final Closure Plans	Per Acre	$446	87.3	$38,936
Contract Administration, Bidding and Award	Lump Sum	$14,716	1	$14,716
Administrative Costs	Lump Sum	$14,716	1	$14,716
Closure Inspection & Testing	Per Acre	$5,151	87.3	$449,682
SUBTOTAL				$577,438
10% CONTINGENCY				$57,744
ENGINEERING TOTAL				$635,182
Construction Costs				
Erosion Layer Placement (6" layer and on-site; 87.3 ac)	Per Cubic Yard	$4.94	70,422	$347,885
Infiltration Layer Placement (18" layer and on-site; 87.3 ac)	Per Cubic Yard	$4.94	202,554	$1,000,617
Seeding, Composting	Per Acre	$12,531	87.3	$1,093,956
Drainage Swales	Per Acre	$2,206	87.3	$192,584
Active Landfill Gas Well Installation for Cell 6B (13 wells)	Per Well	$42,375	13	$550,875
Site Grading & Drainage	Per Acre	$2,206	87.3	$192,584
Site Fencing and Security	Lump Sum	$4,413	1	$4,413
SUBTOTAL				$3,382,913
10% CONTINGENCY				$338,291
CONSTRUCTION TOTAL				$3,721,205
CALCULATION OF CLOSURE COSTS				
Engineering Total				$635,182
Construction Total				$3,721,205
Groundwater Well Installation Total				$0
Contract Performance Bond: (2% of Construction Subtotal)				$67,658
Legal Fees: (25% of Engineering Subtotal + 10% of Construction Subtotal)				$482,651
TOTAL CLOSURE COST				**$4,906,695**

1. Total costs rounded to the nearest dollar. CPI for Year 2021 is 4.5%.

CAJA DEL RIO LANDFILL - June 30, 2022 POST-CLOSURE COST ESTIMATE[1]

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Engineering Costs				
Post Closure Plan (one time event)	Lump Sum	$11,033	1	$11,033
Site Inspection & Recordkeeping	Per Annum	$4,413	30	$132,390
Correctional Plans & Specifications	Per Annum	$3,532	30	$105,960
Site Monitoring Costs				
Detection Monitoring and Reporting for 3 Wells - Reduced Parameter Sampling List	Per Event	$9,660	24	$231,840
Detection Monitoring and Reporting for 3 Wells - Subsections A and C of 20.9.9.20 NMAC	Per Event	$13,574	6	$81,444
Methane Gas Monitoring and Reporting for 10 Probes	Per Annum	$4,379	30	$131,370
Construction and Maintenance Costs				
Cover Repair for 5% of the Landfill Area - 87.3 ac (6" layer and on-site; 5% = 4.37 ac)[2]	Per Event	$17,381	30	$521,430
Reseed 5% of the Landfill Area [3]	Per Event	$9,399	6	$56,394
Fence, Gate and Sign Repair /Replacement	Per Annum	$885	30	$26,550
Groundwater Monitoring Well Replacement[4]	Per Annum	$3,227	30	$96,810
Groundwater Monitoring Well Maintenance[5]	Per Well	$1,291	3	$3,873
Active Landfill Gas System - Operation & Maintenance[6]	Per Annum	$136,355	15	$2,045,325
Decommissioning Active Landfill Gas System (41 wells)	Per Event	$234,943	1	$234,943
Leachate Disposal[7]	Per Gallon	$0.077	120,000	$9,240

CALCULATION OF POST CLOSURE COSTS	
SUBTOTAL (30-year post-closure period excluding post-closure plan)	$3,677,569
10% CONTINGENCY	$367,757
Post Closure Plan (one time cost)	$11,033
TOTAL POST CLOSURE COST (Subtotal costs and 10% contingency plus post closure plan)	**$4,056,359**

1. Total costs rounded to the nearest dollar. CPI for Year 2021 is 4.5%.
2. Cost is erosion layer placement under construction section for closure cost.
3. Assume re-seeding once every five years for 5% of the landfill area.
4. Cost includes replacing one of the groundwater wells during the 30-year post-closure period.
5. Cost includes replacement of pumps, well pads and padlocks for 3 wells.
6. Assume the active landfill gas collection system can be removed after a minimum of 15 years in operation after landfill closure.
7. Estimated quantity of leachate generated over the 30-year post-closure period.

CAJA DEL RIO LANDFILL - June 30, 2022
COST ESTIMATES FOR PHASE I AND PHASE II ASSESSMENT[1]

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Phase I Assessment Costs				
Initial Assessment Monitoring for all Constituents for Each Downgradient Wells: MW-2R, MW-4R; Subsections B and C of 20.9.9.20 NMAC	Per Well	$4,925	2	$9,850
Four Independent Assessment Monitoring for Detected Constituents from the Initial Assessment Monitoring - Upgradient and Downgradient Wells: MW-1, MW-2R, MW-4R	Per Well	$1,697	12	$20,364
Assessment Monitoring Within 90 Days for all Constituents in Subsections A and C, plus Detected Constituents in Subsection B for MW-1, MW-2R, MW-4R	Per Event	$9,852	1	$9,852
Assessment Monitoring Report	Per Report	$4,379	1	$4,379
Semi-Annual Monitoring - Subsections A and C, plus Assessment Monitoring Detections - Subsection B in MW-1, MW-2R, MW-4R for Eight (8) Events[3]	Per Event	$14,188	8	$113,504
Additional Assessment Monitoring Detections - Subsection B in MW-1, MW-2R, MW-4R	Per Event	$493	10	$4,930
Assessment Monitoring Detections - Subsection B in MW-1, MW-2R, MW-4R at Least Once Every Five (5) Years	Per Event	$21,510	2	$43,020
Corrective Action Well (CAW) Installation	Per Well	$91,339	2	$182,678
CAW Sampling	Per Well	$1,697	2	$3,394
CAW Installation and Sampling Report	Per Report	$10,947	1	$10,947
CAW Semi-Annual Monitoring for Two (2) Wells	Per Event	$3,394	20	$67,880
SUBTOTAL				$470,798
10% CONTINGENCY				$47,080
TOTAL PHASE I ASSESSMENT COST				**$517,878**
Phase II Assessment Costs				
Phase II Assessment Total, per NMED	-	$100,000	1	$100,000
SUBTOTAL				$100,000
10% CONTINGENCY				$10,000
TOTAL PHASE II ASSESSMENT COST				**$110,000**

1. Total costs rounded to the nearest dollar. CPI for Year 2021 is 4.5%.
2. Assessment monitoring and corrective action is required for a 10-year period.
3. Costs for 8 of the 16 semi-annual events are covered in the post-closure care costs under site monitoring costs.

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: June 14, 2022
Subject: Request for Approval of Closure/Post-Closure Care Cost Estimates for the Buckman Road Recycling and Transfer Station

SUMMARY

The Agency is requesting the Board approve the closure and post-closure care cost estimates of $205,283 for the Buckman Road Recycling and Transfer Station (BuRRT), effective June 30, 2022.

The Agency's auditors may reflect the updated cost estimates in the FY-22 financial statements.

BACKGROUND

On June 17, 2021, the Board approved the June 30, 2021 closure and post-closure care cost estimates for BuRRT at $194,701. These cost estimates were published in a June 8, 2021 report prepared by Randall Kippenbrock, P.E.

The closure cost estimate for June 30, 2022 was derived using the June 30, 2021 cost estimates and adjusted for 4.5% annual inflation, based on the U.S. Department of Labor Statistics Bureau of Labor Statistics data.

The post-closure care cost estimate is not required at this time. Post-closure inspection and maintenance costs may be waived upon written approval from the New Mexico Environment Department (NMED) if the facility owner or operator demonstrates to the NMED that all the closure requirements have been met and there is no evidence of contamination.

The other conditions/factors for the cost estimates remained unchanged.

ACTION REQUESTED

The Agency requests the Board approve the June 30, 2022 closure and post-closure care cost estimates for BuRRT.

Attachment: Closure/Post-Closure Care Cost Estimates for BuRRT for June 30, 2022.

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Attachment

Closure/Post-Closure Care Cost Estimates for BuRRT for June 30, 2022

Closure / Post Closure Care Cost Estimates
for June 30, 2022

Buckman Road Recycling and Transfer Station
SWB Permit No. SW 95-10(P)
2600 Buckman Road
Santa Fe, New Mexico 87507

prepared for:

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

prepared by:

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

June 14, 2022

Closure / Post-Closure
Cost Estimates
for
June 30, 2022

Santa Fe Solid Waste Management Agency
Buckman Road Recycling and Transfer Station

The following describes the cost estimates for closure and post-closure for the Buckman Road Recycling and Transfer Station (BuRRT) pursuant to 20.9.10 New Mexico Administrative Code.

The closure cost estimate requires a detailed written estimate, in current dollars, showing the cost of closure and nuisance abatement to be performed in accordance with the applicable portions of 20.9.6.12 NMAC pursuant to 20.9.10.9 (A)(2) NMAC. The cost estimate includes the following applicable portions:

- the cost of hiring a third party to clean up and dispose of the largest inventory of all materials and end products expected to be on hand at the transfer station;
- the cost of hiring a third party to clean up and dispose of all fugitive trash, solid waste, or other materials that could potentially create a nuisance at the transfer station; and
- the costs of an independent project manager and contract administrator.

The post closure cost estimate is not expected for this report pursuant to 20.9.6.12 (B) NMAC. Post closure inspection and maintenance may be waived upon written approval from the NMED, if the the owner or operator demonstrates to the NMED that all requirements of closure have been met and there is no evidence of contamination.

The unit costs are not site specific and do not reflect the breakdown of labor, equipment, material, etc. However; the unit costs are within the range commonly found in cost estimating references (e.g., R.S. Means, US Environmental Protection Agency, and cost estimates from consultants /contractors).

The closure cost estimate is based on the following conditions and assumed quantities:

1. Current site conditions.

2. Assumes that the post closure use of the site will be a maintenance facility.

3. Four transfer trailer loads of solid waste will be disposed of at a landfill.

4. Three trailer loads of scrap tires will be hauled to a registered tire processing facility.

5. A quantity of 3,080 gallons (24,640 pounds) of household hazard waste (HHW) will be transported to permitted treatment/storage/disposal or recycling facilities (this is based on the storage capacity of the HHW collection facility).

6. Approximately 7,500 cubic yards of green waste will be mulched on site and be available to the public at no charge (a weight conversion of 350 pounds per cubic yard is assumed).

7. Approximately 100 cubic yards of glass cullet will be transported to an approved site.

8. Cleanup of the buildings to include the main transfer station, the administration office, the HHW collection facility, and the scale house.

9. General site cleanup including litter abatement along the perimeter roads.

10. Approximately 150 tons of recyclable materials will be transported to a recycling facility (this is based on one week of deliveries to the transfer station).

11. Approximately 100 tons of glass will be disposed of at a landfill.

12. Contract administration for the sale of MRF sorting and bale equipment, rolling stocks, and miscellaneous removal (e.g., tarping station, scales).

13. The annual adjustment inflation for Year 2021 is 4.5%, which is based from the U.S. Department of Labor - Bureau of Labor Statistics Data.

Closure Cost Estimate[1]
Buckman Road Recycling and Transfer Station
June 30, 2022

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Closure Plan	Lump Sum	$3,132	1	$3,132
Solid Waste - Handling, Transportation, Disposal	Per Load	$2,495	4	$9,980
Scrap Tires - Handling, Transportation, Processing	Per Load	$2,495	3	$7,485
HHW - Handling , Transportation, Disposal, Processing	Per Pound	$1.99	24,640	$49,034
Green Waste - On-Site Mulching	Per Cubic Yard	$5.00	7,500	$37,500
Glass Cullet - Transportation	Per Cubic Yard	$6.24	100	$624
Conventional Recyclables - Transportation, Processing	Per Ton	$157	150	$23,550
Whole Glass - Transportation, Disposal	Per Ton	$72.63	100	$7,263
Building Cleanup	Lump Sum	$31,202	1	$31,202
General Site Cleanup	Lump Sum	$2,495	1	$2,495
Closure Inspection / Report	Lump Sum	$1,873	1	$1,873
Contract Administration, Bidding and Award	Lump Sum	$12,483	1	$12,483
SUBTOTAL				$186,621
10% CONTINGENCY				$18,662
TOTAL CLOSURE COST				**$205,283**

1. Total costs rounded to the nearest dollar. The CPI for Year 2021 is 4.5% and is built into each unit cost.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director
Date: June 13, 2022
Subject: Request for Approval of Amendment No. 3 to the Services Agreement with Natural Evolution of Tulsa, OK, for Electronic Waste Recycling Services at the Buckman Road Recycling and Transfer Station (RFP No. '20/35/P)

SUMMARY

The Agency is requesting the Board approve Amendment No. 3 to the Services Agreement (Agreement) with Natural Evolution (NEI) of Tulsa, OK, for electronic waste recycling services at the Buckman Road Recycling and Transfer Station (BuRRT).

The Amendment extends the term of the Agreement through July 16, 2023 (Year 3). Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed four years.

The Amendment provides an updated NEI Fee Schedule in Exhibit A – Scope of Services.

The Amendment also increases compensation by $70,000 to a total amount not to exceed $195,000.

Funding is available from 8100852.510310 (Service Contracts).

BACKGROUND

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

On July 20, 2020, the Board approved a Services Agreement with NEI for e-waste recycling services. Per the Agreement, NEI recycles e-waste and televisions collected at BuRRT.

On May 20, 2021, the Board approved Amendment No. 1 to extend the term of the Agreement through July 20, 2022 (Year 2). The Amendment also increased compensation by $50,000 to a total amount not to exceed $95,000.

On April 21, 2022, the Board approved Amendment No. 2 to increase the compensation by $30,000 to a total amount not to exceed $125,000.

Amendment No. 3 to the Agreement provides for continuing the following e-waste recycling services for Fiscal Year 2022:

- 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. 3
- Payment by the Agency for recycling CRT/LCD monitors and televisions as detailed in Exhibit A of Amendment No. 3
- Payment by the Agency for transportation as detailed in Exhibit A of Amendment No. 3
- Maintain e-Steward certification and standards for responsible recycling and reuse of electronic equipment

Due to rising fuel cost for transportation, NEI has implemented a freight charge system as follows:

i. Net weight received over 25,000 pounds - NEI responsible for 100% freight
ii. Net weight received 20,000-25,000 pounds - split freight 50/50
iii. Net weight received Under 20,000 pounds - Agency pays freight

The Agreement does not commit the Agency to a definite quantity or specific dollar value. Agency costs will be based upon the type and unit weight of e-waste and televisions received by NEI.

ACTION REQUESTED

The Agency requests approval of Amendment No. 3 to the Services Agreement with Natural Evolution of Tulsa, OK.

Attachments:

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

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ATTACHMENT 1

Services Agreement – Amendment No. 3

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
SERVICES AGREEMENT
NATURAL EVOLUTION, INC.
(E-Waste Recycling Services - 2020)

This AMENDMENT No. 3 (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 Seventy Thousand Dollars and No Cents ($70,000.00) 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 Ninety-Five Thousand Dollars and No Cents ($195,000.00), 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
AMENDMENT NO. 3	$70,000.00
CONTRACT TO DATE	$195,000.00

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, 2023, 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. 3 to the Santa Fe Solid Waste Management Agency Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

_____ _____

Anna Hansen Date:
Chairperson, Joint Powers Board

ATTEST:

_____

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

_____ _____

Traci Phillips Date:
President/CEO
Natural Evolution, Inc.

APPROVED AS TO FORM:

_____ _____

Nancy R. Long Date:
Agency Attorney

EXHIBIT A

Scope of Services
for
Natural Evolution, Inc.

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.

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.

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

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

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 6/9/2022

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@sfswma.org
- NET Weight Received 20,000-25,000# Split Freight 50/50
- NET Weight Received over 25,000# - NEI Responsible for 100% Freight
- NET Weight Received Under 20,000# Customer Pays Freight

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.

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
** TVs
**Alkaline Batteries
** Lithium Non-Rechargeable
**Ni-MH
Industrial Control Panels
Ink & Toner – small quantities

**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.

NATUEVO-01 DCOX

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/15/2021

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 E. 51st Street, Suite 400 Tulsa, OK 74105	CONTACT NAME: Danette Cox PHONE (A/C, No, Ext): (918) 293-7196 FAX (A/C, No): E-MAIL ADDRESS: dcox@rcins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Ins Co	24082
INSURED Natural Evolution, Inc 5701 E 13th St Tulsa, OK 74112	INSURER B : COMPSOURCE MUTUAL INS CO	36188
	INSURER C : TOKIO MARINE SPECIALTY INS CO	23850
	INSURER D :	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BKS58834715	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAS60761452	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			USO60761452	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			03371112211	7/1/2021	7/1/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Environmental			PPK2290286	7/1/2021	7/1/2024	Aggregate	500,000
C	Environmental			PPK2290286	7/1/2021	7/1/2024	Retention	10,000

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

CERTIFICATE HOLDER

Insured Copy
Informational Purposes Only
Please contact R&C for any Alterations

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
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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

e-Stewards CERTIFIED

ANAB ANSI National Accreditation Board ACCREDITED ISO/IEC 17021-1 MANAGEMENT SYSTEMS CERTIFICATION BODY

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

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/

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

ANAB ANSI National Accreditation Board ACCREDITED ISO/IEC 17021-1 MANAGEMENT SYSTEMS CERTIFICATION BODY

MEMBER OF MULTILATERAL RECOGNITION ARRANGEMENT IAF

Paul M. Burck, President May 4, 2021 Date

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/

ATTACHMENT 2

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: 4/21/22

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Traci Phillips
President/CEO
Natural Evolution, Inc.

Date: 4-26-22

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date: 4-22-2022

ATTACHMENT 3

Services Agreement – Amendment No. 1

ITEM # 21-0231

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

5/20/21
Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

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.

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.

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.

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@sfswma.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

NATUR06 OP ID: C6

ACORD

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.

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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, No, Ext): 918-743-8811 FAX (A/C, No): 918-744-8429 E-MAIL ADDRESS: dcox@rcins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Natural Evolution, Inc 6701 E 13th St Tulsa, OK 74112		INSURER A: Ohio Security Ins Co	24082
		INSURER B: Compsource Mutual Ins Co	36188
		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC OTHER:			BKS60761452	07/01/2020	07/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BAS57675271	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			USO58834715	07/01/2020	07/01/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		03371112201	07/01/2020	07/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Environmental/Poll			PPK2153947	07/01/2020	07/01/2021	Poll	500,000
D	Professional			MPL174566520	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

ACORD 25 (2016/03)

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

e-Stewards ISO 14001:2015 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

e-Stewards CERTIFIED

ANAB ANSI National Accreditation Board ACCREDITED ISO/IEC 17021-1 MANAGEMENT SYSTEMS CERTIFICATION BODY

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

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/

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

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17021-1
MANAGEMENT SYSTEMS CERTIFICATION BODY

IAF
MEMBER OF MULTILATERAL RECOGNITION ARRANGEMENT

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

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/

ATTACHMENT 4

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

Date: 7-17-20

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date: July 24, 2020

CONTRACTOR:

Traci Phillips
President/CEO
Natural Evolution, Inc.

Date: 7-20-20

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date: 7-17-2020

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.

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

e-Stewards
ISO 14001:2
CERTIFI 5 3 RTIFIED

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

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 customers 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.

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.

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 NIST800-88 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

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, No, 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
INSURED Natural Evolution, Inc 5701 E 13th St Tulsa, OK 74112	INSURER B: Compsource Mutual Ins Co — 36188
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			BKS60761452	07/01/2020	07/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BAS57675271	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			USO58834715	07/01/2020	07/01/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		03371112201	07/01/2020	07/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Environmental/Poll			PPK2153947	07/01/2020	07/01/2021	Poll	500,000
D	Professional			MPL174556520	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

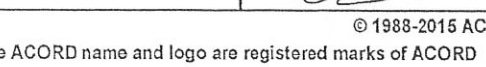
CERTIFICATE HOLDER

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



ACORD 25 (2016/03)

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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

ANAB ACCREDITED FOR MANAGEMENT SYSTEMS CERTIFICATION BODY

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

e-Stewards CERTIFIED

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/

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

ANAB ACCREDITED ISO/IEC 17021 MANAGEMENT SYSTEMS CERTIFICATION BODY

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

MEMBER OF MULTILATERAL RECOGNITION ARRANGEMENT IAF

7502 W. 80th Avenue, Suite 225, Arvada, Colorado 80003 I 303-456-6010 I FAX 303-456-6681 I 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

ISO 14001 CERTIFIED e-Stewards 6 2

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director
Date: June 13, 2022
Subject: Request for Approval of Amendment No. 2 to the Price Agreements for Off-Road Heavy Equipment Repairs – Parts and Labor – with Multiple Vendors (ITB No. '20/27/B)

SUMMARY

The Agency is requesting the Board approve Amendment No. 2 (Amendment) to the Price Agreements (Agreements) with the following vendors:

- Cummins
- Power Equipment (formerly Golden Equipment)
- San Loma Inc. dba WestFleet
- Wagner Equipment
- Welch Equipment

Per the Amendment, Cummins, Wagner Equipment, and Welch Equipment have agreed to extend the term of their Agreements under the same specifications and conditions. The Amendment includes Cummins', Wagner Equipment's, and Welch's updated pricing for repair services. The Amendment also includes Wagner Equipment's change of signatory authority and notice.

Per the Amendment, Power Equipment has agreed to extend the term of their Agreement under the same specifications and conditions. The Amendment includes Power Equipment's updated pricing for repair services. The Amendment also includes the name change to Power Equipment (from Golden Equipment Company) effective January 1, 2022.

Per the Amendment, San Loma Inc. dba WestFleet has agreed to extend the term of their Agreement at the same pricing, specifications and conditions.

The Amendment extends the terms of the Agreements for a third year through June 18, 2023. Per Article 8, the Agreements can be renewed annually upon Board approval, not to exceed four years.

The Amendment continues the delivery of parts and labor for the Agency's off-road heavy equipment at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT).

Invitation to Bid No. '20/27/B (ITB) does not commit the Agency to a definite quantity or specific dollar value of parts and labor; instead, the ITB allows the Agency to procure parts and labor as needed.

Funding is available from:

- 8100851.520400 (Repair and Maintenance, Machine and Equipment – Landfill)
- 8100852.520400 (Repair and Maintenance, Machine and Equipment – BuRRT)

BACKGROUND

On May 22, 2020, the Agency issued ITB No. '20/27/B to secure pricing with multiple vendors for off-road heavy equipment repairs.

On June 18, 2020, the Board awarded the ITB, via Price Agreements, to:

- Cummins
- Golden Equipment
- Komatsu Southwest
- O'Reilly Auto Parts
- San Loma Inc. dba Westfleet
- Wagner Equipment
- Welch Equipment

O'Reilly Auto Parts elected not to execute the price agreement. O'Reilly Auto Parts, however, is accessible through a New Mexico statewide price agreement.

On June 17, 2021, the Board approved Amendment No. 1 to the Price Agreements with:

- Cummins
- Golden Equipment
- Komatsu Southwest
- San Loma Inc. dba Westfleet
- Wagner Equipment
- Welch Equipment

Komatsu Southwest has elected not to renew their Price Agreement. The Agency can still utilize Komatsu Southwest under New Mexico Statewide Price Agreement 91-00000-19-00063.

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 2 to the Price Agreements for off-road heavy equipment repairs (parts and labor) with multiple vendors.

Attachments:

1) Cummins
   Amendment No. 2 - Price Agreement
   Amendment No. 1 - Price Agreement
   Price Agreement (ITB No. '20/27/B)

2) Power Equipment (formerly Golden Equipment)
   Amendment No. 2 – Price Agreement
   Amendment No. 1 – Price Agreement
   Price Agreement (ITB No. '20/27/B)

3) San Loma Inc. dba WestFleet
   Amendment No. 2 – Price Agreement
   Amendment No. 1 – Price Agreement
   Price Agreement (ITB No. '20/27/B)

4) Wagner Equipment
   Amendment No. 2 – Price Agreement
   Amendment No. 1 – Price Agreement
   Price Agreement (ITB No. '20/27/B)

5) Welch Equipment
   Amendment No. 2 – Price Agreement
   Amendment No. 1 – Price Agreement
   Price Agreement (ITB No. '20/27/B)

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ATTACHMENT 1

Cummins Inc.

Amendment No. 2 – Price Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PRICE AGREEMENT WITH
CUMMINS INC.
(Parts and Labor – Off-Road Heavy Equipment Repairs – 2020)

This AMENDMENT No. 2 ("Amendment") to the PRICE AGREEMENT, dated June 18, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Cummins 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 parts and labor for off-road heavy equipment repairs as described in ITB No. '20/27/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, 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. **ITEMS / SERVICES TO BE PROVIDED**

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect the increase to Contractor's s unit pricing for items and services listed in Section 4 of Exhibit A of the Agreement so that Section 4 of Exhibit A referenced in Article 4 is deleted entirely and replaced with the following:

4. CONTRACTOR'S UNIT PRICING

Cummins Inc.

1921 Broadway Blvd NE
Albuquerque, NM 87102

(505) 270-0321
Melissa Plebani
melissa.plebani@cummins.com

Notes:
Other Services:

Fleetguard Branded Filtration products at 62.5% off List,

Fleetguard Coolant at 60% off List

Other Makes:

All Cummins engines in equipment - *Except Dodge Ram

Service Labor Class	Rate/Hour
Shop Service Technician	$152.10
Field Service Technician	$182.50
Shop Mechanic	N/A
Field Mechanic	N/A
Shop Laborer	N/A
Field Laborer	N/A
Shop Helper	N/A
Field Helper	N/A
Machinist	N/A
Welder/Fabricator	N/A
Diagnostics	$152.10
Emergency Call/Weekends	$273.78
Emergency Call/Sundays	$365.04
Parts	
Parts	List less 15-22%
Equipment Travel/Transport	
Towing	3rd Party
Trailering	3rd Party
Oversize/Overweight	3rd Party
Trip Charge (if not included in field labor rates)	$3.50/mile
Electronic Tool Fee	$50/Work Order
Hazardous Waste Disposal	$100/Work Order
Shop Supplies	$150/Work Order
Weekend Callout	$1,400/Work Order

2. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2023, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

3. 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 on the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

_____ _____

Anna Hansen Date:
Chairperson, Joint Powers Board

ATTEST:

_____

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

_____ _____

Melissa Plebani Date:
Account Executive - On Highway Business –
Western United States
Cummins Inc.

APPROVED AS TO FORM:

_____ _____

Nancy R. Long Date:
Agency Attorney

Amendment No. 1 – Price Agreement

ITEM # 21-0354

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
CUMMINS INC.
(Parts and Labor – Off-Road Heavy Equipment Repairs – 2020)

This AMENDMENT No. 1 ("Amendment") to the PRICE AGREEMENT, dated June 18, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Cummins 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 parts and labor for off-road heavy equipment repairs as described in ITB No. '20/27/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, 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. **TERM AND EFFECTIVE DATE**

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2022, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

2. **NOTICES**

Article 29, Notices of the Agreement is amended to change the notice information for the Contractor, so that Article 29 reads in its entirety as follows:

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

CONTRACTOR:
Ms. Melissa Plebani
Account Executive - On Highway Business –
Western United States
Cummins Inc.
1921 Broadway NE
Albuquerque, NM 87102

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. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

3. **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 Agreement on the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson, Joint Powers Board

6/17/21
Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Melissa Plebani

6-22-2021
Date:

Melissa Plebani
Account Executive - On Highway Business –
Western United States
Cummins Inc.

APPROVED AS TO FORM:

Nancy R. Long

6-21-2021
Date:

Nancy R. Long
Agency Attorney

Price Agreement (ITB No. '20/27/B)

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH CUMMINS INC.
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2020)

This PRICE AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Cummins Inc. ("Contractor") for parts and labor for off-road heavy equipment repairs as described in ITB No. '20/27/B and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. '20/27/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

C. "Items" means tangible goods or tangible items of personal property required for Agency operations. All items are to be new and of most current production, unless

otherwise specified.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement which requires Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the City of Santa Fe Purchasing Department on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services excludes professional services that are typically performed by a person holding a license, such as engineering, architecture or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

4. ITEMS / SERVICES TO BE PROVIDED

A. Price of Items and Services. Section 4 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service described in Exhibit A. All Purchase Orders for items and services issued hereunder must reference the Purchase Order number and Price Agreement number ITB

'20/27/B.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. '20/27/B, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.

2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the compete order cannot be fulfilled.

3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.

4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for

the services, respectively.

5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

6. PAYMENTS

A. All payments under this Agreement are subject to the following provisions.

1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed, at Contractor's risk and expense, promptly after notice of rejection.

2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the services or items have been accepted in writing by the Agency. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from the receipt of services or items, the Agency shall issue a written certification of complete or partial acceptance or rejection of the services or items. The time

period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed to have been accepted.

3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.

4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the City of Santa Fe Purchasing Division.

5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees levied by the State of New Mexico and federal government on the sums payable under this Agreement.

7. 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 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2021, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

9. CANCELLATION

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the

Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. Notice is hereby given that as a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor or services from Contractor and its sub-suppliers or subcontractors may occur. Among other factors, Contractor's delivery is subject to correct and punctual supply from its sub-suppliers or subcontractors. While Contractor shall make every commercially reasonable effort to meet the delivery, service or completion described herein, such date(s) is subject to change.

F. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

10. TERMINATION

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall

not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

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 of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

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

A. Contractor, its agents, and its employees are independent contractors performing product delivery 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.

12. 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.

13. CONFLICT OF INTEREST

A. 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 ofinterest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial DisclosuresAct.

14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the sole discretion of the Agency, serving the needs of the Agency adequately.

15. 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, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

16. NON-COLLUSION

In signing this Agreement, Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

17. 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.

18. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement 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 thirty (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 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.

19. 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.

20. 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.

21. LIMITATION OF LIABILITY

To the maximum extent permitted by law, neither party shall be liable hereunder for consequential, special, indirect, incidental, punitive or exemplary damages (including lost profits or savings, loss of use, loss of data, or downtime) even if it has been advised of their possible existence, except that the foregoing shall not restrict a party's ability to recover direct damages for breach of this Agreement. Nothing in this Agreement excludes or limits liability for death or personal injury caused by a party's negligence or willful misconduct.

22. 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.

23. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three (3) 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.

24. 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, Santa Fe County.

25. AMENDMENT

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

26. INTEGRATION

This Agreement expresses the entire agreement and understanding between the parties with respect to Contractor's items and 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.

27. 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.

28. 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.

29. NOTICES

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

AGENCY: 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: William C. Cross
Sales Manager On-Highway Business - Western United States
Cummins Inc.
651 North 101st Ave.
Avondale, AZ 85323
Fax: (417) 874-7250
Email: William.c.cross@cummins.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 Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

30. 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 kickbacks.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen June 18 2020

Anna Hansen
Chairperson

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Melissa Pleban 6-29-2020

ACCOUNT EXECUTIVE ~~William C. Cross~~ MELISSA PLEBANI Date:
~~Sales Manager~~ On-Highway Business
Western United States
Cummins Inc.

APPROVED AS TO FORM:

Nancy R. Long 6-19-2020

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. '20/27/B

1. GENERAL CONDITIONS

A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement..

B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the Contactor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

C. The Agency is responsible for determining when the services of Contractor are needed.

D. Contractor shall assess the situation/problem, when directed, and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

E. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shallprovide status updates as determined by the Agency.

F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.

G. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency. The written warranties contained herein and in any warranty material supplied by Contractor shall be the sole and exclusive warranty(ies) related to all goods and services provided by Contractor and are in lieu of all other representations and warranties, express or implied, statutory or otherwise; and any and all implied warranties of merchantability or fitness for particular purpose are hereby expressly excluded. repair or replacement shall be the sole remedy for defects or errors in workmanship

and/or materials.

H. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.

I. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.

J. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

K. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

M. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise

specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.

N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.

R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency

must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.

S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

2. BILLING LOCATION AND CONTACT

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: emartinez@sfswma.org

3. LIST OF OFF-ROAD HEAVY EQUIPMENT

Covered	Not Covered	Year/Make/Model/Description
	x	2004 Caterpillar 836G Landfill Compactor
	x	2007 Caterpillar 826H Landfill Compactor
	x	2015 Caterpillar 836K Landfill Compactor
	x	2020 Caterpillar 836K Landfill Compactor
	x	1997 Caterpillar D8R Waste Handler Dozer
	x	2019 Caterpillar D8T Waste Handler Dozer
	x	2003 Caterpillar 623G Wheel Tractor-Scraper
	x	2005 Caterpillar 623G Wheel Tractor-Scraper
	x	2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control
	x	2003 Caterpillar 621G Water Wagon 8,000-gallon
	x	2002 Caterpillar 613C Water Wagon 5000-gallon
	x	2004 Caterpillar 613C Water Wagon 5,000-gallon
	x	1992 Caterpillar 140G Motor Grader

Covered	Not Covered	Year/Make/Model/Description
	x	2002 Caterpillar 140H Motor Grader
	x	1997 Caterpillar 950F Wheel Loader
	x	2007 Caterpillar 307C Excavator
	x	2016 Caterpillar 308E Excavator
	x	2005 Caterpillar 242B Skid Steer Loader
	x	2014 Komatsu D155AX Waste Handler Dozer
	x	2012 Volvo L35B Wheel Loader
	x	2012 Volvo L110G Wheel Loader
	x	2016 Volvo L110H Wheel Loader
	x	2019 Volvo L110H Wheel Loader
	x	Tarpomatic Machine, Spools and Tarps (2)
	x	2002 Beast 3680 Wood Grinder (Caterpillar C-15 Engine)
	x	2017 Toyota Forklift
	x	2014 Toyota 8FGU30 Forklift
	x	1994 Hyster Forklift
	x	Eagle Tire Baler
	x	Eagle Tire Cutter Tuff Cut
	x	Eagle Tire De-Rimmer
	x	1987 Case Farm Tractor
	x	1985 Broce T20 Street Broom (Ford Engine)
	x	2006 Godwin Water Pump (John Deere Engine)
	x	MultiQuip Generator (Kubota Engine)
	x	MadVac Litter Vacuum
	x	Tyco/Westfire Fire Suppression System on Select Equipment
	x	All Case Equipment
	x	All Caterpillar Equipment
	x	All Komatsu Equipment
	x	All Volvo Equipment
x		Cummins engine in equipment except Dodge Ram
x		Fleetguard branded filtration products and coolant

Additional manufacturers/brands supported by Cummins – All Cummins engines in equipment except Dodge Ram, and Fleetguard branded filtration products and coolant.

4. CONTRACTOR'S UNIT PRICING

Cummins Inc.

1921 Broadway Blvd NE
Albuquerque, NM 87102

(505) 270-0321
Melissa Plebani
melissa.plebani@cummins.com

Notes:

Other Services:

Fleetguard Branded Filtration products at 62.5% off List,

Fleetguard Coolant at 60% off List

Other Makes:

All Cummins engines in equipment - *Except Dodge Ram

Service Labor Class	Rate/Hour
Shop Service Technician	$120.00
Field Service Technician	$154.00
Shop Mechanic	N/A
Field Mechanic	N/A
Shop Laborer	N/A
Field Laborer	N/A
Shop Helper	N/A
Field Helper	N/A
Machinist	N/A
Welder/Fabricator	N/A
Diagnostics	$120.00
Emergency Call/Weekends	$231.00
Emergency Call/Sundays	$308.00
Parts	
Parts	List less 15-22%
Equipment Travel/Transport	
Towing	3rd Party
Trailering	3rd Party
Oversize/Overweight	3rd Party
Trip Charge (if not included in field labor rates)	$3.00/mile
Electronic Tool Fee	$50.00/Work Order
Hazardous Waste Disposal	$100/Work Order
Shop Supplies	$150/Work Order
Weekend Callout	$1,200/Work Order

ATTACHMENT 2

Power Equipment

Amendment No. 2 – Price Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PRICE AGREEMENT WITH
POWER EQUIPMENT COMPANY
(Parts and Labor – Off-Road Heavy Equipment Repairs – 2020)

This AMENDMENT No. 2 ("Amendment") to the PRICE AGREEMENT, dated June 18, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Power Equipment Company ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

A. On June 18, 2020, the Agency entered into a Price Agreement with Golden Equipment Company to provide parts and labor for off-road heavy equipment repairs as described in ITB No. '20/27/B, and all terms, specifications and conditions, contained therein.

B. Effective January 1, 2022, Golden Equipment Company was acquired by Power Equipment Company.

C. Pursuant to Article 24, 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. ITEMS / SERVICES TO BE PROVIDED

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect the increase to Contractor's s unit pricing for items and services listed in Section 4 of Exhibit A of the Agreement so that Section 4 of Exhibit A referenced in Article 4 is deleted entirely and replaced with the following:

4. CONTRACTOR'S UNIT PRICING

Power Equipment Company

721 Candelaria Road, NE
Albuquerque, NM 87107

(505) 400-8501
(505) 345-0401 fax
Bruce Stats
bstats@power-equip.com

Notes: N/A

Service Labor Class	Rate/Hour
Shop Service Technician	$147
Field Service Technician	$174
Shop Mechanic	$147
Field Mechanic	$174
Shop Laborer	$147
Field Laborer	$174
Shop Helper	$135
Field Helper	$135
Machinist	3rd Party
Welder/Fabricator	$139
Diagnostics	$170
Emergency Call/Weekends	$205
Lube Rate	$140
Parts	
Parts	List less 3%
Equipment Travel/Transport	
Towing	3rd Party
Trailering	3rd Party
Oversize/Overweight	N/A
Trip Charge (if not included in field labor rates)	$90/hr + $3.25/mile

2. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2023, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

3. NOTICES

Article 23, Notices of the Agreement is amended to change the notice information for the Contractor, so that Article 23 reads in its entirety as follows:

A. Any notices 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

CONTRACTOR:
Mr. Bruce Stats
Branch Manager
Power Equipment Company
721 Candelaria Road NE
Albuquerque, NM 87107

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. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

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. 2 to the Agreement on the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

_____ _____

Anna Hansen Date:
Chairperson, Joint Powers Board

ATTEST:

_____

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

_____ _____

Bruce Stats Date:
Branch Manager
Power Equipment Company

APPROVED AS TO FORM:

_____ _____

Nancy R. Long Date:
Agency Attorney

Amendment No. 1 – Price Agreement

ITEM # 21-0355

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
GOLDEN EQUIPMENT COMPANY
(Parts and Labor – Off-Road Heavy Equipment Repairs – 2020)

This AMENDMENT No. 1 ("Amendment") to the PRICE AGREEMENT, dated June 18, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Golden Equipment Company ("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 parts and labor for off-road heavy equipment repairs as described in ITB No. '20/27/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, 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. **TERM AND EFFECTIVE DATE**

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2022, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

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.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler — Date: 6/17/21
Chairperson, Joint Powers Board

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Bruce Stats — Date: 6-22-2021
Product Support General Manager
Golden Equipment Company

APPROVED AS TO FORM:

Nancy R. Long — Date: 6-21-2021
Agency Attorney

Price Agreement (ITB No. '20/27/B)

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH GOLDEN EQUIPMENT COMPANY
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2020)

This PRICE AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Golden Equipment Company ("Contractor") for parts and labor for off-road heavy equipment repairs as described in ITB No. '20/27/B and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. **SCOPE OF AGREEMENT**

The items to be provided under this Agreement are set forth in ITB No. '20/27/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

2. **STANDARDS OF PERFORMANCE; LICENSES**

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

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

C. "Items" means tangible goods or tangible items of personal property required for

Agency operations. All items are to be new and of most current production, unless otherwise specified.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement which requires Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the City of Santa Fe Purchasing Department on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services excludes professional services that are typically performed by a person holding a license, such as engineering, architecture or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

4. **ITEMS / SERVICES TO BE PROVIDED**

A. Price of Items and Services. Section 4 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service described in Exhibit A. All Purchase Orders for items and services issued hereunder

must reference the Purchase Order number and Price Agreement number ITB '20/27/B.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. '20/27/B, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.

2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the compete order cannot be fulfilled.

3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.

4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

6. PAYMENTS

A. All payments under this Agreement are subject to the following provisions.

1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed, at Contractor's risk and expense, promptly after notice of rejection.

2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the services or items have been accepted in writing by the Agency. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from the receipt of services or items, the Agency shall issue a written certification of

complete or partial acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed to have been accepted.

3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.

4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the City of Santa Fe Purchasing Division.

5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees levied by the State of New Mexico and federal government on the sums payable under this Agreement.

7. 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 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2021, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

9. CANCELLATION

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the

Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

10. TERMINATION

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

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 of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those

provided for in this Article and are in addition to any other rights provided for by law.

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

A. Contractor, its agents, and its employees are independent contractors performing product delivery 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.

12. 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.

13. CONFLICT OF INTEREST

A. 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 ofinterest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the sole discretion of the Agency, serving the needs of the Agency adequately.

15. 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, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

16. NON-COLLUSION

In signing this Agreement, Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

17. 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.

18. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement 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 thirty (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 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.

19. **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.

20. 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.

21. 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.

22. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three (3) 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.

23. 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, Santa Fe County.

24. AMENDMENT

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

25. INTEGRATION

This Agreement expresses the entire agreement and understanding between the parties with respect to Contractor's items and 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. 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.

27. 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.

28. NOTICES

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

AGENCY:
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:
Bruce Stats
Product Support General Manager
Golden Equipment Company
721 Candelaria Road NE
Albuquerque, NM 87102
Fax: (505) 345-0401
Email: bstats@goldenequipment.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 Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

29. **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 kickbacks.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Chairperson

Date: June 18 2020

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Bruce Stats
Product Support General Manager
Golden Equipment Company

Date: 6-29-2020

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date: 6-19-2020

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. '20/27/B

1. GENERAL CONDITIONS

A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement..

B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by Contactor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

C. The Agency is responsible for determining when the services of Contractor are needed.

D. Contractor shall assess the situation/problem, when directed, and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

E. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.

F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.

G. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.

H. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.

I. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.

J. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

K. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

M. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.

N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.

R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.

S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

2. BILLING LOCATION AND CONTACT

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: emartinez@sfswma.org

3. LIST OF OFF-ROAD HEAVY EQUIPMENT

Covered	Not Covered	Year/Make/Model/Description
	x	2004 Caterpillar 836G Landfill Compactor
	x	2007 Caterpillar 826H Landfill Compactor
	x	2015 Caterpillar 836K Landfill Compactor
	x	2020 Caterpillar 836K Landfill Compactor
	x	1997 Caterpillar D8R Waste Handler Dozer
	x	2019 Caterpillar D8T Waste Handler Dozer
	x	2003 Caterpillar 623G Wheel Tractor-Scraper
	x	2005 Caterpillar 623G Wheel Tractor-Scraper
	x	2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control
	x	2003 Caterpillar 621G Water Wagon 8,000-gallon
	x	2002 Caterpillar 613C Water Wagon 5000-gallon
	x	2004 Caterpillar 613C Water Wagon 5,000-gallon
	x	1992 Caterpillar 140G Motor Grader
	x	2002 Caterpillar 140H Motor Grader
	x	1997 Caterpillar 950F Wheel Loader
	x	2007 Caterpillar 307C Excavator
	x	2016 Caterpillar 308E Excavator
	x	2005 Caterpillar 242B Skid Steer Loader
	x	2014 Komatsu D155AX Waste Handler Dozer
x		2012 Volvo L35B Wheel Loader

Covered	Not Covered	Year/Make/Model/Description
x		2012 Volvo L110G Wheel Loader
x		2016 Volvo L110H Wheel Loader
x		2019 Volvo L110H Wheel Loader
	x	Tarpomatic Machine, Spools and Tarps (2)
x		2002 Beast 3680 Wood Grinder (Caterpillar C-15 Engine)
	x	2017 Toyota Forklift
	x	2014 Toyota 8FGU30 Forklift
	x	1994 Hyster Forklift
	x	Eagle Tire Baler
	x	Eagle Tire Cutter Tuff Cut
	x	Eagle Tire De-Rimmer
x		1987 Case Farm Tractor
x		1985 Broce T20 Street Broom (Ford Engine)
	x	2006 Godwin Water Pump (John Deere Engine)
x		MultiQuip Generator (Kubota Engine)
	x	MadVac Litter Vacuum
	x	Tyco/Westfire Fire Suppression System on Select Equipment
x		All Case Equipment
	x	All Caterpillar Equipment
	x	All Komatsu Equipment
x		All Volvo Equipment

Additional manufacturers/brands supported by Golden Equipment Company - NA.

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4. CONTRACTOR'S UNIT PRICING

Golden Equipment

721 Candelaria Road, NE
Albuquerque, NM 87107

(505) 400-8501
(505) 345-0401 fax
Bruce Stats
bstats@goldenequipment.com

Notes: N/A

Service Labor Class	Rate/Hour
Shop Service Technician	$139.00
Field Service Technician	$160.00
Shop Mechanic	$139.00
Field Mechanic	$160.00
Shop Laborer	$139.00
Field Laborer	$160.00
Shop Helper	$120.00
Field Helper	$120.00
Machinist	3rd Party
Welder/Fabricator	$139.00
Diagnostics	$170.00
Emergency Call/Weekends	$125.00
Lube Rate	$120.00
Parts	
Parts	List less 3%
Equipment Travel/Transport	
Towing	3rd Party
Trailering	3rd Party
Oversize/Overweight	N/A
Trip Charge (if not included in field labor rates)	$90/hr + 1.85/mile

ATTACHMENT 3

San Loma, Inc. dba WestFleet

Amendment No. 2 – Price Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PRICE AGREEMENT WITH
WESTFLEET
(Parts and Labor – Off-Road Heavy Equipment Repairs – 2020)

This AMENDMENT No. 2 ("Amendment") to the PRICE AGREEMENT, dated June 18, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and San Loma Inc. dba WestFleet ("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 parts and labor for off-road heavy equipment repairs as described in ITB No. '20/27/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, 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. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2023, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

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.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Agreement on the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

_____ _____

Anna Hansen Date:
Chairperson, Joint Powers Board

ATTEST:

_____

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

_____ _____

Dean Triplett Date:
Vice President
San Loma, Inc. dba WestFleet

APPROVED AS TO FORM:

_____ _____

Nancy R. Long Date:
Agency Attorney

Amendment No. 1 – Price Agreement

ITEM # 21-0353

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
WESTFLEET
(Parts and Labor – Off-Road Heavy Equipment Repairs – 2020)

This AMENDMENT No. 1 ("Amendment") to the PRICE AGREEMENT, dated June 18, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and San Loma Inc. dba WestFleet ("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 parts and labor for off-road heavy equipment repairs as described in ITB No. '20/27/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, 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. **TERM AND EFFECTIVE DATE**

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2022, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

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.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler — Date: 6/17/21
Chairperson, Joint Powers Board

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Dean Triplett — Date: 6-22-21
Vice President
San Loma, Inc. dba WestFleet

APPROVED AS TO FORM:

Nancy R. Long — Date: 6-21-2021
Agency Attorney

Price Agreement (ITB No. '20/27/B)

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH WESTFLEET
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2020)

This PRICE AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and San Loma Inc. dba WestFleet ("Contractor") for parts and labor for off-road heavy equipment repairs as described in ITB No. '20/27/B and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. '20/27/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

C. "Items" means tangible goods or tangible items of personal property required for

Agency operations. All items are to be new and of most current production, unless otherwise specified.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement which requires Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the City of Santa Fe Purchasing Department on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services excludes professional services that are typically performed by a person holding a license, such as engineering, architecture or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

4. ITEMS / SERVICES TO BE PROVIDED

A. Price of Items and Services. Section 4 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service described in Exhibit A. All Purchase Orders for items and services issued hereunder

must reference the Purchase Order number and Price Agreement number ITB '20/27/B.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. '20/27/B, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.

2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the compete order cannot be fulfilled.

3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.

4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

6. PAYMENTS

A. All payments under this Agreement are subject to the following provisions.

1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed, at Contractor's risk and expense, promptly after notice of rejection.

2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the services or items have been accepted in writing by the Agency. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from the receipt of services or items, the Agency shall issue a written certification of

complete or partial acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed to have been accepted.

3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.

4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the City of Santa Fe Purchasing Division.

5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees levied by the State of New Mexico and federal government on the sums payable under this Agreement.

7. 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 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2021, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

9. CANCELLATION

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the

Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

10. TERMINATION

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

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 of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those

provided for in this Article and are in addition to any other rights provided for by law.

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

A. Contractor, its agents, and its employees are independent contractors performing product delivery 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.

12. 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.

13. CONFLICT OF INTEREST

A. 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 ofinterest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the sole discretion of the Agency, serving the needs of the Agency adequately.

15. 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, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

16. NON-COLLUSION

In signing this Agreement, Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

17. 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.

18. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement 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 thirty (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 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.

19. 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.

20. 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.

21. 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.

22. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three (3) 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.

23. 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, Santa Fe County.

24. AMENDMENT

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

25. INTEGRATION

This Agreement expresses the entire agreement and understanding between the parties with respect to Contractor's items and 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. 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.

27. 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.

28. NOTICES

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

AGENCY:
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:
Dean Triplett
Vice President
WestFleet
3440 Girard NE
Albuquerque, NM 87107
Fax: (505) 884-2490
Email: dean@westfleet.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 Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

29. 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 kickbacks.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Chairperson

June 18 2020
Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Dean Triplett
Vice President
WestFleet

6-23-20
Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

6-19-2020
Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. '20/27/B

1. GENERAL CONDITIONS

A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.

B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the Contactor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

C. The Agency is responsible for determining when the services of Contractor are needed.

D. Contractor shall assess the situation/problem, when directed, and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

E. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.

F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.

G. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.

H. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.

I. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.

J. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

K. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

M. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.

N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.

R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.

S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

2. BILLING LOCATION AND CONTACT

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: emartinez@sfswma.org

3. LIST OF OFF-ROAD HEAVY EQUIPMENT

Covered	Not Covered	Year/Make/Model/Description
	x	2004 Caterpillar 836G Landfill Compactor
	x	2007 Caterpillar 826H Landfill Compactor
	x	2015 Caterpillar 836K Landfill Compactor
	x	2020 Caterpillar 836K Landfill Compactor
	x	1997 Caterpillar D8R Waste Handler Dozer
	x	2019 Caterpillar D8T Waste Handler Dozer
	x	2003 Caterpillar 623G Wheel Tractor-Scraper
	x	2005 Caterpillar 623G Wheel Tractor-Scraper
	x	2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control
	x	2003 Caterpillar 621G Water Wagon 8,000-gallon
	x	2002 Caterpillar 613C Water Wagon 5000-gallon
	x	2004 Caterpillar 613C Water Wagon 5,000-gallon
	x	1992 Caterpillar 140G Motor Grader
	x	2002 Caterpillar 140H Motor Grader
	x	1997 Caterpillar 950F Wheel Loader
	x	2007 Caterpillar 307C Excavator
	x	2016 Caterpillar 308E Excavator
	x	2005 Caterpillar 242B Skid Steer Loader
	x	2014 Komatsu D155AX Waste Handler Dozer
	x	2012 Volvo L35B Wheel Loader

Covered	Not Covered	Year/Make/Model/Description
	x	2012 Volvo L110G Wheel Loader
	x	2016 Volvo L110H Wheel Loader
	x	2019 Volvo L110H Wheel Loader
	x	Tarpomatic Machine, Spools and Tarps (2)
	x	2002 Beast 3680 Wood Grinder (Caterpillar C-15 Engine)
	x	2017 Toyota Forklift
	x	2014 Toyota 8FGU30 Forklift
	x	1994 Hyster Forklift
	x	Eagle Tire Baler
	x	Eagle Tire Cutter Tuff Cut
	x	Eagle Tire De-Rimmer
	x	1987 Case Farm Tractor
	x	1985 Broce T20 Street Broom (Ford Engine)
	x	2006 Godwin Water Pump (John Deere Engine)
	x	MultiQuip Generator (Kubota Engine)
	x	MadVac Litter Vacuum
	x	Tyco/Westfire Fire Suppression System on Select Equipment
	x	All Case Equipment
	x	All Caterpillar Equipment
	x	All Komatsu Equipment
	x	All Volvo Equipment

Additional manufacturers/brands supported by WestFleet.

- Baldwin filters

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4. CONTRACTOR'S UNIT PRICING

San Loma Inc. dba WestFleet

3440 Girard NE
Albuquerque, NM 87107

(505) 880-1999
(505) 884-2490
Dean Triplett
dean@westfleet.com

Notes: N/A

Service Labor Class	Rate/Hour
Shop Service Technician	N/A
Field Service Technician	N/A
Shop Mechanic	N/A
Field Mechanic	N/A
Shop Laborer	N/A
Field Laborer	N/A
Machinist	N/A
Welder/Fabricator	N/A
Diagnostics	N/A
Emergency Call/Weekends	N/A
Parts	
Parts	List less 50%
Equipment Travel/Transport	
Towing	N/A
Trailering	N/A
Oversize/Overweight	N/A
Trip Charge (if not included in field labor rates)	N/A

ATTACHMENT 4

Wagner Equipment

Amendment No. 2 – Price Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PRICE AGREEMENT WITH
WAGNER EQUIPMENT COMPANY
(Parts and Labor – Off-Road Heavy Equipment Repairs – 2020)

This AMENDMENT No. 2 ("Amendment") to the PRICE AGREEMENT, dated June 18, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Wagner Equipment Company ("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 parts and labor for off-road heavy equipment repairs as described in ITB No. '20/27/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, 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. ITEMS / SERVICES TO BE PROVIDED

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect the increase to Contractor's s unit pricing for items and services listed in Section 4 of Exhibit A of the Agreement so that Section 4 of Exhibit A referenced in Article 4 is deleted entirely and replaced with the Section 4 of Exhibit A attached hereto.

2. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2023, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

3. NOTICES

Article 23, Notices of the Agreement is amended to change the notice information for the Contractor, so that Article 23 reads in its entirety as follows:

A. Any notices 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

CONTRACTOR:
Mr. G. Cody Eldridge
Secretary & Executive Vice President
Wagner Equipment Company
18000 Smith Road
Aurora, CO 80011

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. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

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. 2 to the Agreement on the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

_____ _____

Anna Hansen Date:
Chairperson, Joint Powers Board

ATTEST:

_____

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

_____ _____

G. Cody Eldridge Date:
Secretary & Executive Vice President
Wagner Equipment Company

APPROVED AS TO FORM:

_____ _____

Nancy R. Long Date:
Agency Attorney

EXHIBIT A

Section 4. CONTRACTOR'S UNIT PRICING

Wagner Equipment Company

700 Wagner Ct SE
Albuquerque, NM 87105

(505) 345-8411
(505) 343-2766 fax
Tim Eldred
teldred@wagnerequipment.com

Notes:
See price sheet for additional services/labor classes available. See price sheet for variable costs for trailering/oversize/overweight transport costs between Santa Fe and Albuquerque.

Service Labor Class	Rate/Hour
Shop Service Technician	See Sheet
Field Service Technician	See Sheet
Shop Mechanic	See Sheet
Field Mechanic	See Sheet
Shop Laborer	See Sheet
Field Laborer	See Sheet
Machinist	See Sheet
Welder/Fabricator	See Sheet
Diagnostics	See Sheet
Emergency Call/Weekends	See Sheet
Parts	
Parts	0%
Equipment Travel/Transport	
Towing	See Sheet
Trailering	See Sheet
Oversize/Overweight	See Sheet
Trip Charge (if not included in field labor rates)	See Sheet

WAGNER EQUIPMENT CO.
2022 SERVICE LABOR - HOURLY RATES
Effective 06/01/2022

Rate Type	RT	OT	PT
CVA (Maintenance Plans)	$ 138.00	$ 178.00	$ 218.00
PM Labor (Shop)	$ 159.00	$ 199.00	$ 239.00
PM Labor (Field)	$ 198.00	$ 238.00	$ 278.00
General Shop	$ 159.00	$ 199.00	$ 239.00
Steam Clean & Yard Labor	$ 159.00	$ 199.00	$ 239.00
Fabrication & Welding	$ 159.00	$ 199.00	$ 239.00
Component Shop	$ 159.00	$ 199.00	$ 239.00
Hydraulic Shop	$ 159.00	$ 199.00	$ 239.00
Machining	$ 159.00	$ 199.00	$ 239.00
Painting	$ 159.00	$ 199.00	$ 239.00
Dyno-Component Shop	$ 198.00	$ 238.00	$ 278.00
Field Service (1)	$ 198.00	$ 238.00	$ 278.00
Field Service Travel	$ 248.00	$ 248.00	$ 278.00
Boom Truck	$ 298.00	$ 338.00	$ 378.00
Rate Type	**RT**	**OT**	**PT**
Industrial Engine Production Shop	$ 98.00	$ 138.00	$ 178.00
Industrial Engine Service Shop	$ 159.00	$ 199.00	$ 239.00
Industrial Engine Field Service	$ 198.00	$ 238.00	$ 278.00
Industrial Engine Field Service Travel	$ 248.00	$ 248.00	$ 278.00

Truck Shops	RT	OT	PT
All Locations	$ 178.00	$ 218.00	$ 258.00

MOTORHOMES		
RT	OT	PT
$189.00	$229.00	$269.00

*Reg. Time – Monday through Friday 7:00AM to 5:00PM Overtime- Other Hours & Saturday Premium Time- Sunday and Holiday's

(1) Field Service requiring an overnight stay will be subject to a per diem charge of $100 (regional adjustments may apply) manually applied with miscellaneous charge code PER.

(2) Motorhome labor rates are $11.00 per. hr. higher than truck rates and entered by manually overriding the std. TSL rate.

	OT =	PT =
Earthmoving and Industrial Engine Shops and Field Service	RT + $40.00	RT + $80.00
Truck Shops - All	RT + $40.00	RT + $80.00
*RT = Regular Labor		
OT= Overtime Labor		
PT = Premium Time		

Zone Fee Per PM Service		
Zone	Miles (Radius)	Charge
1	1 - 12	$40.00
2	13 - 25	$98.00
3	26 - 50	$178.00
4	51 - 75	$275.00
5	76 - 100	$363.00
Over 100 miles,One Way $ 2.75 per mile		

Transportation costs to the Santa Fe Solid Waste site round trip from Santa Fe to Albuquerque, New Mexico to Wagner Equipment Company shop.

1997 CAT 140G Motor Grader -	$2,468.00
2003 CAT 140H Motor Grader -	$2,468.00
1997 CAT D8R Dozer -	$3,214.00
2007 CAT 950F Wheel Loader -	$2,807.00
2002 CAT 623G Scraper -	$3,214.00
2005 CAT 623G Scraper -	$3,214.00
2002 CAT 613C Water Wagon -	$2,468.00
2004 CAT 613C Water Wagon -	$2,468.00
2003 CAT 621G Water Wagon -	$3,214.00
2005 CAT 242B Skid steer -	$1,720.00
2003 CAT 307C Excavator -	$2,060.00
2003 Bandit 3680 Wood Grinder -	$2,060.00
Compactor blade only	$1,720.00
826H, 836K and 836 machines	see note below

Due to the complexity of obtaining permits and the necessity to follow routing as directed by the State of New Mexico, the 826H, 836G and 836K compactors, will need to be transported on a beam trailer due to the compaction wheels and will have to be quoted as an as needed basis.

Amendment No. 1 – Price Agreement

ITEM # 21-0384

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
WAGNER EQUIPMENT COMPANY
(Parts and Labor – Off-Road Heavy Equipment Repairs – 2020)

This AMENDMENT No. 1 ("Amendment") to the PRICE AGREEMENT, dated June 18, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Wagner Equipment Company ("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 parts and labor for off-road heavy equipment repairs as described in ITB No. '20/27/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, 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. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2022, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

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.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler — Date: 6/17/21
Chairperson, Joint Powers Board

ATTEST:

Kristine Bustos Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Robert Van Gorder — Date: 6/30/21
Director, HR and Risk Management
Wagner Equipment Company

APPROVED AS TO FORM:

Nancy R. Long — Date: 6-21-2021
Agency Attorney

Price Agreement (ITB No. '20/27/B)

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH WAGNER EQUIPMENT COMPANY
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2020)

This PRICE AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Wagner Equipment Company ("Contractor") for parts and labor for off-road heavy equipment repairs as described in ITB No. '20/27/B and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. '20/27/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE: LICENSES

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

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

C. "Items" means tangible goods or tangible items of personal property required for

Agency operations. All items are to be new and of most current production, unless otherwise specified.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement which requires Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the City of Santa Fe Purchasing Department on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services excludes professional services that are typically performed by a person holding a license, such as engineering, architecture or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

4. ITEMS / SERVICES TO BE PROVIDED

A. Price of Items and Services. Section 4 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service described in Exhibit A. All Purchase Orders for items and services issued hereunder

must reference the Purchase Order number and Price Agreement number ITB '20/27/B.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. '20/27/B, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.

2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the compete order cannot be fulfilled.

3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.

4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

6. PAYMENTS

A. All payments under this Agreement are subject to the following provisions.

1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed, at Contractor's risk and expense, promptly after notice of rejection.

2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the services or items have been accepted in writing by the Agency. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from the receipt of services or items, the Agency shall issue a written certification of

complete or partial acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed to have been accepted.

3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.

4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the City of Santa Fe Purchasing Division.

5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees levied by the State of New Mexico and federal government on the sums payable under this Agreement.

7. 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 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2021, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

9. CANCELLATION

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the

Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

10. TERMINATION

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

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 of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those

provided for in this Article and are in addition to any other rights provided for by law.

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

A. Contractor, its agents, and its employees are independent contractors performing product delivery 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.

12. 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.

13. CONFLICT OF INTEREST

A. 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 ofinterest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the sole discretion of the Agency, serving the needs of the Agency adequately.

15. 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, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

16. NON-COLLUSION

In signing this Agreement, Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

17. 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.

18. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement 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 thirty (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 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.

19. 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.

20. 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.

21. 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.

22. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three (3) 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.

23. 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, Santa Fe County.

24. AMENDMENT

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

25. INTEGRATION

This Agreement expresses the entire agreement and understanding between the parties with respect to Contractor's items and 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. 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.

27. 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.

28. **NOTICES**

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

AGENCY:
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:
Robert Van Gorder
Director, HR and Risk Management
Wagner Equipment Company
18000 Smith Road
Aurora, CO 80011
Email: VanGorder_Bob@wagnerequipment.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 Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

29. 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 kickbacks.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Chairperson

Date: June 18, 2020

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

July 17, 2020

CONTRACTOR:

Robert Van Gorder
Director, HR and Risk Management
Wagner Equipment Company

Date: 7/9/2020

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date: 6-19-2020

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. '20/27/B

1. GENERAL CONDITIONS

A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.

B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the Contactor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

C. The Agency is responsible for determining when the services of Contractor are needed.

D. Contractor shall assess the situation/problem, when directed, and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

E. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.

F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.

G. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.

H. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.

I. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.

J. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

K. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

M. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.

N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.

R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.

S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

2. BILLING LOCATION AND CONTACT

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: emartinez@sfswma.org

3. LIST OF OFF-ROAD HEAVY EQUIPMENT

Covered	Not Covered	Year/Make/Model/Description
X		2004 Caterpillar 836G Landfill Compactor
X		2007 Caterpillar 826H Landfill Compactor
X		2015 Caterpillar 836K Landfill Compactor
X		2020 Caterpillar 836K Landfill Compactor
X		1997 Caterpillar D8R Waste Handler Dozer
X		2019 Caterpillar D8T Waste Handler Dozer
X		2003 Caterpillar 623G Wheel Tractor-Scraper
X		2005 Caterpillar 623G Wheel Tractor-Scraper
X		2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control
X		2003 Caterpillar 621G Water Wagon 8,000-gallon
X		2002 Caterpillar 613C Water Wagon 5000-gallon
X		2004 Caterpillar 613C Water Wagon 5,000-gallon
X		1992 Caterpillar 140G Motor Grader
X		2002 Caterpillar 140H Motor Grader
X		1997 Caterpillar 950F Wheel Loader
X		2007 Caterpillar 307C Excavator
X		2016 Caterpillar 308E Excavator
X		2005 Caterpillar 242B Skid Steer Loader
	X	2014 Komatsu D155AX Waste Handler Dozer
	X	2012 Volvo L35B Wheel Loader

Covered	Not Covered	Year/Make/Model/Description
	x	2012 Volvo L110G Wheel Loader
	x	2016 Volvo L110H Wheel Loader
	x	2019 Volvo L110H Wheel Loader
	x	Tarpomatic Machine, Spools and Tarps (2)
X – engine only		2002 Beast 3680 Wood Grinder (Caterpillar C-15 Engine)
	x	2017 Toyota Forklift
	x	2014 Toyota 8FGU30 Forklift
	x	1994 Hyster Forklift
	x	Eagle Tire Baler
	x	Eagle Tire Cutter Tuff Cut
	x	Eagle Tire De-Rimmer
	x	1987 Case Farm Tractor
	x	1985 Broce T20 Street Broom (Ford Engine)
x		2006 Godwin Water Pump (John Deere Engine)
	x	MultiQuip Generator (Kubota Engine)
	x	MadVac Litter Vacuum
	x	Tyco/Westfire Fire Suppression System on Select Equipment
	x	All Case Equipment
x		All Caterpillar Equipment
	x	All Komatsu Equipment
	x	All Volvo Equipment

Additional manufacturers/brands supported by Wagner Equipment Company – none.

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4. CONTRACTOR'S UNIT PRICING

Wagner Equipment Company

4000 Osuna Road NE
Albuquerque, NM 87109

(505) 345-8411
(505) 343-2766 (fax)
Tim Eldred
teldred@wagnerequipment.com

Notes:
See price sheet for additional services/labor classes available.
See price sheet for variable costs for trailering/oversize/overweight transport costs between Santa Fe and Albuquerque.

Service Labor Class	Rate/Hour
Shop Service Technician	See Sheet
Field Service Technician	See Sheet
Shop Mechanic	See Sheet
Field Mechanic	See Sheet
Shop Laborer	See Sheet
Field Laborer	See Sheet
Machinist	See Sheet
Welder/Fabricator	See Sheet
Diagnostics	See Sheet
Emergency Call/Weekends	See Sheet
Parts	
Parts	0%
Equipment Travel/Transport	
Towing	See Sheet
Trailering	See Sheet
Oversize/Overweight	See Sheet
Trip Charge (if not included in field labor rates)	See Sheet

Price Sheet

WAGNER EQUIPMENT CO.

2020 SERVICE LABOR - HOURLY RATES

Effective January 1, 2020

Rate Type	RT	OT	PT
CSA (Maintenance Plans)	$ 117.00	$ 147.00	$ 177.00
PM Labor (Shop)	$ 135.00	$ 165.00	$ 195.00
PM Labor (Field)	$ 168.00	$ 198.00	$ 228.00
General Shop	$ 135.00	$ 165.00	$ 195.00
Steam Clean & Yard Labor	$ 135.00	$ 165.00	$ 195.00
Fabrication & Welding	$ 135.00	$ 165.00	$ 195.00
Component Shop	$ 135.00	$ 165.00	$ 195.00
Hydraulic Shop	$ 135.00	$ 165.00	$ 195.00
Machining	$ 135.00	$ 165.00	$ 195.00
Painting	$ 135.00	$ 165.00	$ 195.00
Dyno-Component Shop	$ 168.00	$ 198.00	$ 228.00
Field Service (1)	$ 168.00	$ 198.00	$ 228.00
Field Service Travel	$ 168.00	$ 198.00	$ 228.00
Boom Truck	$ 263.00	$ 293.00	$ 323.00

Rate Type	RT	OT	PT
Industrial Engine Production Shop (15EP)	$ 86.00	$ 116.00	$ 146.00
Industrial Engine Service Shop	$ 135.00	$ 165.00	$ 195.00
Industrial Engine Field Service (1)	$ 168.00	$ 198.00	$ 228.00
Industrial Engine Field Service Travel	$ 168.00	$ 198.00	$ 228.00
3500 - GCM PwrSys Eng Field Service Labor	$ 179.00	$ 209.00	$ 239.00
3500 - GCM PwrSys Eng Field Service Travel	$ 179.00	$ 209.00	$ 239.00
GCM Engine Mileage	$ 3.50	$ 3.50	$ 3.50

Truck Shops	RT	OT	PT
All Locations	$ 152.00	$ 182.00	$ 212.00

MOTORHOMES (2)		
RT	OT	PT
$162.00	$192.00	$222.00

*Reg. Time - Monday through Friday 7:00AM to 5:00PM Overtime- Other Hours & Saturday Premium Time- Sunday and Holiday's

(1) Field Service requiring an overnight stay will be subject to a per diem charge of $100 (regional adjustments may apply) manually applied with miscellaneous charge code PER.

(2) Motorhome labor rates are $10.00 per. hr. higher than truck rates and entered by manually overriding the std. TSL rate.

	OT =	PT =	(3) Zone Fee Per PM Service		
Earthmoving and Industrial Engine Shops and Field Service	RT + $30.00	RT + $60.00	Zone	Miles (Radius)	Charge
Truck Shops - All	RT + $30.00	RT + $60.00	1	1 - 12	$25.00
			2	13 - 25	$62.00
			3	26 - 50	$113.00
*RT= Regular Labor			4	51 - 75	$176.00
OT= Overtime Labor			5	76 - 100	$232.00
PT = Premium Time			Over 100 miles, One Way $ 2.75 per mile		

Transportation cost to the Santa Fe Solid Waste round trip from Santa Fe to Albuquerque, New Mexico to Wagner Equipment shop.

1997 Cat 140G Motor Grader $ 1667.50
2003 Cat 140H Motor Grader $ 1667.50
1997 Cat D8R Dozer $ 2300.00
2007 Cat 950F Wheel Loader $ 1955.00
2002 Cat 623G Scraper $ 2300.00
2005 Cat 623G Scraper $ 2300.00
2002 Cat 613C Water Wagon $ 1667.50
2004 Cat 613C Water Wagon $ 1667.50
2003 Cat 621G Water Wagon $ 2300.00
2005 Cat 242B Skidsteer $ 1035.00
2003 Cat 307C Excavator $ 1322.50
2003 Bandit 3680 Wood Grinder $1322.50
826H, 836K, and 836G Dozer Blade $1035.00

Due to the complexity of obtaining permits, and the necessity to follow routing as directed by the States of New Mexico, the 826H, 836G, and the 836K compactors, which need to be transported on a beam trailer due to the compaction wheels will have to be quoted on an as needed basis.

ATTACHMENT 5

Welch Equipment

Amendment No. 2 – Price Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PRICE AGREEMENT WITH
WELCH EQUIPMENT COMPANY
(Parts and Labor – Off-Road Heavy Equipment Repairs – 2020)

This AMENDMENT No. 2 ("Amendment") to the PRICE AGREEMENT, dated June 18, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Welch Equipment Company ("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 parts and labor for off-road heavy equipment repairs as described in ITB No. '20/27/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, 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. ITEMS / SERVICES TO BE PROVIDED

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect the increase to Contractor's s unit pricing for items and services listed in Section 4 of Exhibit A of the Agreement so that Section 4 of Exhibit A referenced in Article 4 is deleted entirely and replaced with the following:

4. CONTRACTOR'S UNIT PRICING

Welch Equipment Company

3322 Columbia Dr. NE
Albuquerque, NM 87107

(505) 822-8043
(505) 822-8109 (fax)
Zach Johnson
zjohnson@welcheq.com

Notes:
Other makes: Raymond Forklifts, Interlake Pallet Racking, Nordock Dock Equipment, Pioneer Dock Equipment, Genie Terex Work Platforms, Hawker Battery

Service Labor Class	Rate/Hour
Shop Service Technician	$139-$146
Field Service Technician	$139-$146
Shop Mechanic	N/A
Field Mechanic	N/A
Shop Laborer	N/A
Field Laborer	N/A
Machinist	N/A
Welder/Fabricator	$139-$146
Diagnostics	$139-$146
Emergency Call/Weekends	$208.50-$219
Parts	
Parts	0%
Equipment Travel/Transport	
Towing	$350-$650 per hook
Trailering	N/A
Oversize/Overweight	N/A
Trip Charge (if not included in field labor rates)	$139-$146

2. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2023, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

3. **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. 2 to the Agreement on 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:

_____ _____

Jim Altman
Chief Financial Officer
Welch Equipment Company

Date:

APPROVED AS TO FORM:

_____ _____

Nancy R. Long
Agency Attorney

Date:

Amendment No. 1 – Price Agreement

ITEM # 21-0351

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
WELCH EQUIPMENT COMPANY
(Parts and Labor – Off-Road Heavy Equipment Repairs – 2020)

This AMENDMENT No. 1 ("Amendment") to the PRICE AGREEMENT, dated June 18, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Welch Equipment Company ("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 parts and labor for off-road heavy equipment repairs as described in ITB No. '20/27/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, 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. **ITEMS / SERVICES TO BE PROVIDED**

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect the increase to Contractor's s unit pricing for items and services listed in Section 4 of Exhibit A of the Agreement so that Section 4 of Exhibit A referenced in Article 4 is deleted entirely and replaced with the following:

4. CONTRACTOR'S UNIT PRICING

Welch Equipment

3322 Columbia Dr. NE
Albuquerque, NM 87107

(505) 822-8043
(505) 822-8109 (fax)
Zach Johnson
zjohnson@welcheq.com

Notes:
Other makes: Raymond Forklifts, Interlake Pallet Racking, Nordock Dock Equipment, Pioneer Dock Equipment, Genie Terex Work Platforms, Hawker Battery

Service Labor Class	Rate/Hour
Shop Service Technician	$129.00
Field Service Technician	$129.00
Shop Mechanic	N/A
Field Mechanic	N/A
Shop Laborer	N/A
Field Laborer	N/A
Machinist	N/A
Welder/Fabricator	$129.00
Diagnostics	$129.00
Emergency Call/Weekends	$193.50
Parts	
Parts	0%
Equipment Travel/Transport	
Towing	$300-$450 per hook
Trailering	N/A
Oversize/Overweight	N/A
Trip Charge (if not included in field labor rates)	$129.00

2. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2022, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

3. **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 Agreement on the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler — Date: 6/17/21
Chairperson, Joint Powers Board

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Jim Altman — Date: 7-6-21
Chief Financial Officer
Welch Equipment Company

APPROVED AS TO FORM:

Nancy R. Long — Date: 6-21-2021
Agency Attorney

Price Agreement (ITB No. '20/27/B)

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH WELCH EQUIPMENT COMPANY
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2020)

This PRICE AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Welch Equipment Company ("Contractor") for parts and labor for off-road heavy equipment repairs as described in ITB No. '20/27/B and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. '20/27/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

C. "Items" means tangible goods or tangible items of personal property required for

Agency operations. All items are to be new and of most current production, unless otherwise specified.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement which requires Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the City of Santa Fe Purchasing Department on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services excludes professional services that are typically performed by a person holding a license, such as engineering, architecture or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

4. **ITEMS / SERVICES TO BE PROVIDED**

A. Price of Items and Services. Section 4 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service described in Exhibit A. All Purchase Orders for items and services issued hereunder

must reference the Purchase Order number and Price Agreement number ITB '20/27/B.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. '20/27/B, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.

2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the compete order cannot be fulfilled.

3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.

4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

6. PAYMENTS

A. All payments under this Agreement are subject to the following provisions.

1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed, at Contractor's riskand expense, promptly after notice of rejection.

2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the services or items have been accepted in writing by the Agency. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from the receipt of services or items, the Agency shall issue a written certification of

complete or partial acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed to have been accepted.

3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.

4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the City of Santa Fe Purchasing Division.

5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees levied by the State of New Mexico and federal government on the sums payable under this Agreement.

7. 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 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2021, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

9. CANCELLATION

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the

Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

10. TERMINATION

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

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 of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those

provided for in this Article and are in addition to any other rights provided for by law.

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

A. Contractor, its agents, and its employees are independent contractors performing product delivery 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.

12. **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.

13. **CONFLICT OF INTEREST**

A. 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 ofinterest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial DisclosuresAct.

14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the sole discretion of the Agency, serving the needs of the Agency adequately.

15. 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, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

16. NON-COLLUSION

In signing this Agreement, Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

17. 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.

18. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement 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 thirty (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 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.

19. 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.

20. 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.

21. 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.

22. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three (3) 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.

23. 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, Santa Fe County.

24. AMENDMENT

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

25. INTEGRATION

This Agreement expresses the entire agreement and understanding between the parties with respect to Contractor's items and 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. 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.

27. 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.

28. **NOTICES**

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

AGENCY:
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:
Jim Altman
Chief Financial Officer
Welch Equipment Company
3322 Columbia Dr. NE
Albuquerque, NM 87107
Fax: (505) 822-8109
Email: jaltman@welcheq.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 Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

29. **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 kickbacks.

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
Chairperson

June 18 2020
Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

COUNTY CLERK SANTA FE COUNTY NEW MEXICO GERALDINE SALAZAR

CONTRACTOR:

Jim Altman
Chief Financial Officer
Welch Equipment Company

6-25-2020
Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

6-19-2020
Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. '20/27/B

1. GENERAL CONDITIONS

A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.

B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the Contactor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

C. The Agency is responsible for determining when the services of Contractor are needed.

D. Contractor shall assess the situation/problem, when directed, and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

E. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.

F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.

G. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.

H. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.

I. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.

J. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

K. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

M. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.

N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.

R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.

S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

2. BILLING LOCATION AND CONTACT

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: emartinez@sfswma.org

3. LIST OF OFF-ROAD HEAVY EQUIPMENT

Covered	Not Covered	Year/Make/Model/Description
	x	2004 Caterpillar 836G Landfill Compactor
	x	2007 Caterpillar 826H Landfill Compactor
	x	2015 Caterpillar 836K Landfill Compactor
	x	2020 Caterpillar 836K Landfill Compactor
	x	1997 Caterpillar D8R Waste Handler Dozer
	x	2019 Caterpillar D8T Waste Handler Dozer
	x	2003 Caterpillar 623G Wheel Tractor-Scraper
	x	2005 Caterpillar 623G Wheel Tractor-Scraper
	x	2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control
	x	2003 Caterpillar 621G Water Wagon 8,000-gallon
	x	2002 Caterpillar 613C Water Wagon 5000-gallon
	x	2004 Caterpillar 613C Water Wagon 5,000-gallon
	x	1992 Caterpillar 140G Motor Grader
	x	2002 Caterpillar 140H Motor Grader
	x	1997 Caterpillar 950F Wheel Loader
	x	2007 Caterpillar 307C Excavator
	x	2016 Caterpillar 308E Excavator
	x	2005 Caterpillar 242B Skid Steer Loader
	x	2014 Komatsu D155AX Waste Handler Dozer
	x	2012 Volvo L35B Wheel Loader

Covered	Not Covered	Year/Make/Model/Description
	x	2012 Volvo L110G Wheel Loader
	x	2016 Volvo L110H Wheel Loader
	x	2019 Volvo L110H Wheel Loader
	x	Tarpomatic Machine, Spools and Tarps (2)
	x	2002 Beast 3680 Wood Grinder (Caterpillar C-15 Engine)
x		2017 Toyota Forklift
x		2014 Toyota 8FGU30 Forklift
x		1994 Hyster Forklift
	x	Eagle Tire Baler
	x	Eagle Tire Cutter Tuff Cut
	x	Eagle Tire De-Rimmer
	x	1987 Case Farm Tractor
	x	1985 Broce T20 Street Broom (Ford Engine)
	x	2006 Godwin Water Pump (John Deere Engine)
	x	MultiQuip Generator (Kubota Engine)
	x	MadVac Litter Vacuum
	x	Tyco/Westfire Fire Suppression System on Select Equipment
	x	All Case Equipment
	x	All Caterpillar Equipment
	x	All Komatsu Equipment
	x	All Volvo Equipment

Additional manufacturers/brands supported by Welch Equipment Company.

- Raymond Forklifts
- Interlake Pallet Racking
- Nordock Dock Equipment
- Pioneer Dock Equipment
- Genie Terex Work Platforms
- Hawkeye Battery

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4. CONTRACTOR'S UNIT PRICING

Welch Equipment

3322 Columbia Dr. NE
Albuquerque, NM 87107

(505) 822-8043
(505) 822-8109 (fax)
Zach Johnson
zjohnson@welcheq.com

Notes:
Other makes: Raymond Forklifts, Interlake Pallet Racking, Nordock Dock Equipment, Pioneer Dock Equipment, Genie Terex Work Platforms, Hawker Battery

Service Labor Class	Rate/Hour
Shop Service Technician	$121.00
Field Service Technician	$121.00
Shop Mechanic	N/A
Field Mechanic	N/A
Shop Laborer	N/A
Field Laborer	N/A
Machinist	N/A
Welder/Fabricator	$121.00
Diagnostics	$121.00
Emergency Call/Weekends	$181.50
Parts	
Parts	0%
Equipment Travel/Transport	
Towing	$300-$450 per hook
Trailering	N/A
Oversize/Overweight	N/A
Trip Charge (if not included in field labor rates)	$121.00

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: June 13, 2022
Subject: Request for Approval of Amendment No. 2 to the Price Agreements for On-Call Electrical Services with Multiple Vendors (ITB No. '20/28/B)

SUMMARY

The Agency is requesting the Board approve Amendment No. 2 (Amendment) to the Price Agreements (Agreements) with:

- Allied Electric
- B&D Industries

Per the Amendment, Allied Electric has agreed to extend the terms of their Agreement at the same conditions. The Amendment includes Allied Electric's updated pricing for on-call electrical services.

Per the Amendment, B&D Industries has agreed to extend the term of their Agreement under the same conditions. The Amendment includes B&D Industries' updated pricing for on-call electrical services.

The Amendments extend the terms of the Agreements for a third year through June 18, 2023. Per Article 8, the Agreements can be renewed annually, not to exceed four years, upon Board approval.

The Amendments provide for continuing on-call electrical services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT) facilities.

Invitation to Bid No. '20/28/B (ITB) does not commit the Agency to a definite quantity of on-call electrical services. Instead, the ITB allows the Agency to procure electrical services as needed.

Funding is available from:

- 8100851.520100 (Repair and Maintenance Buildings/Structures – Landfill)
- 8100852.520100 (Repair and Maintenance Buildings/Structures – BuRRT)

BACKGROUND

On May 22, 2020, the Agency issued ITB No. '20/28/B to secure pricing with multiple vendors for on-call electrical services.

On June 18, 2020, the Board awarded the ITB, via Price Agreements, to:

- Allied Electric, Inc. of Santa Fe, NM
- B&D Industries, Inc. of Albuquerque, NM

On June 17, 2021, the Board approved Amendment No. 1 to the Price Agreements. The Amendments extended the terms of the Agreements through June 18, 2022. The Amendment included B&D Industries' updated pricing for on-call electrical services.

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 2 to the Price Agreements for on-call electrical services with multiple vendors.

Attachments:

1) Allied Electric
   - Amendment No. 2 - Price Agreement
   - Amendment No. 1 - Price Agreement
   - Price Agreement (ITB No. '20/28/B)
2) B&D Industries
   - Amendment No. 2 – Price Agreement
   - Amendment No. 1 – Price Agreement
   - Price Agreement (ITB No. '20/28/B)

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ATTACHMENT 1

Allied Electric

Amendment No. 2 – Price Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PRICE AGREEMENT WITH
ALLIED EXECTRIC, INC.
(On-Call Electrical Services - 2020)

This AMENDMENT No. 2 ("Amendment") to the PRICE AGREEMENT, dated June 18, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Allied Electric, 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 on-call electrical services as described in ITB No. '20/28/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, 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. ITEMS / SERVICES TO BE PROVIDED

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect the increase to Contractor's s unit pricing for items and services listed in Section 4 of Exhibit A of the Agreement so that Section 4 of Exhibit A as referenced in Article 4 is deleted entirely and replaced with the following:

4. CONTRACTOR'S UNIT PRICING

SEGMENT I: Medium Voltage Commercial & Industrial
Requires EE98 License

Labor	Description	*Hourly Labor Cost
Item A.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 80.00
Item B.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	$ 100.00
Item C.	Laborer 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 40.00

*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, exclude NMGRT.

Item D.	Parts, Supplies & Material excluding NMGRT Invoice amount plus overhead fee	10%
Item E.	Rented or Leased Equipment To be charged for rental or leasing of specialized equipment excluding NMGRT Invoice amount plus overhead fee	10%

SEGMENT II: High Voltage electrical distribution system including transmission lines
Requires EE98 and EL1 License
This Segment is for services greater than 600 volts

Labor	Description	*Hourly Labor Cost
Item A.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	N/A
Item B.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	N/A
Item C.	Laborer 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	N/A

*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, exclude NMGRT.

Item D.	Parts, Supplies & Material excluding NMGRT Invoice amount plus overhead fee	10%
Item E.	Rented or Leased Equipment To be charged for rental or leasing of specialized equipment excluding NMGRT Invoice amount plus overhead fee	10%

2. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2023, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

3. 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.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Agreement on the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

_____ _____

Anna Hansen Date:
Chairperson, Joint Powers Board

ATTEST:

_____

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

_____ _____

Melissa J. Maestas Date:
CEO
Allied Electric, Inc.

APPROVED AS TO FORM:

_____ _____

Nancy R. Long Date:
Agency Attorney

Amendment No. 1 – Price Agreement

ITEM # 21-0350

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
ALLIED EXECTRIC, INC.
(On-Call Electrical Services - 2020)

This AMENDMENT No. 1 ("Amendment") to the PRICE AGREEMENT, dated June 18, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Allied Electric, 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 on-call electrical services as described in ITB No. '20/28/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, 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. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2022, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

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.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler — Date: 6/17/21
Chairperson, Joint Powers Board

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Melissa J. Maestas — Date: 7/1/2021
CEO
Allied Electric, Inc.

APPROVED AS TO FORM:

Nancy R. Long — Date: 6-21-2021
Agency Attorney

Price Agreement (ITB No. '20/28/B)

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH ALLIED ELECTRIC, INC.
(On-Call Electrical Services – 2020)

This PRICE AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Allied Electric, Inc. ("Contractor") for on-call electrical services as described in ITB No. '20/28/B and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. '20/28/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

C. "Items" means tangible goods or tangible items of personal property required for

Agency operations. All items are to be new and of most current production, unless otherwise specified.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement which requires Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the City of Santa Fe Purchasing Department on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services excludes professional services that are typically performed by a person holding a license, such as engineering, architecture or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

4. ITEMS / SERVICES TO BE PROVIDED

A. Price of Items and Services. Section 4 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service described in Exhibit A. All Purchase Orders for items and services issued hereunder

must reference the Purchase Order number and Price Agreement number ITB '20/28/B.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. '20/28/B, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.

2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the compete order cannot be fulfilled.

3) Whenever the Agency does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned.

4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

6. PAYMENTS

A. All payments under this Agreement are subject to the following provisions.

1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed, at Contractor's risk and expense, promptly after notice of rejection.

2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the services or items have been accepted in writing by the Agency. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from the receipt of services or items, the Agency shall issue a written certification of

complete or partial acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed to have been accepted.

3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.

4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the City of Santa Fe Purchasing Division.

5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees levied by the State of New Mexico and federal government on the sums payable under this Agreement.

7. **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 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. **TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2021, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

9. **CANCELLATION**

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the

Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

10. TERMINATION

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

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 of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those

provided for in this Article and are in addition to any other rights provided for by law.

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

A. Contractor, its agents, and its employees are independent contractors performing product delivery 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.

12. 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.

13. CONFLICT OF INTEREST

A. 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 ofinterest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the sole discretion of the Agency, serving the needs of the Agency adequately.

15. 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, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

16. NON-COLLUSION

In signing this Agreement, Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

17. 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.

18. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement 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 thirty (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 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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, Santa Fe County.

24. AMENDMENT

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

25. INTEGRATION

This Agreement expresses the entire agreement and understanding between the parties with respect to the Contractor's items and 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. 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.

27. 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.

28. **NOTICES**

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

AGENCY:
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:
Melissa J. Maestas
President
Allied Electric, Inc.
P.O. Box 28430
Santa Fe, NM 87592-8430
Fax: (505) 473-3712
Email: melissa@alliednm.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 Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

29. **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 kickbacks.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Chairperson

Date: June 18 2020

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Melissa J. Maestas
President
Allied Electric, Inc.

Date: 6/23/2020

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date: 6-19-2020

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. '20/28/B

1. GENERAL CONDITIONS

A. This Agreement is established to provide on-call electrical services for the Agency hereinafter referred to as services. The Agency owns and leases multiple buildings and electrical equipment listed in Section 3 of Exhibit A that may require a licensed Contractor to provide electrical services. However, the Agency may require services for new buildings and equipment in the future. Thus, the list of buildings and equipment may be revised through by notice of Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.

B. Contractor shall be an electrical Contractor properly licensed as an EE98 for Segment I in Section 4 of Exhibit A and EL1 for Segment II in Section 4 of Exhibit A by the State of New Mexico and able to perform electrical services for the Agency in situations where Agency employees are unable to respond to the Agency's electrical needs.

C. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair electrical malfunctions, to install new electrical equipment, or to modify existing electrical equipment as necessary to maintain Agency buildings as requested by the Agency. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, etc.) shall be included in the labor costs bid by Contactor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

D. The Agency is responsible for determining when the services of Contractor are needed.

E. Contractor shall assess the situation/problem and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, the Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

F. If the work is an emergency, Contractor shall immediately stabilize the site, then provide an estimate, including the work required to stabilize the situation. Contractor shall provide status updates as determined by the Agency.

G. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by the Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required to stabilize an emergency situation.

H. The Agency reserves the right to specify electrical components and devices (parts) for all facilities and/or Agency owned and operated equipment.

I. Contractor shall respond by dispatching an electrician to the indicated site within four (4) hours after being contacted by the Agency, or within two (2) hours if an emergency situation exists, or within any previously arranged time specified for scheduled maintenance. In the event that the primary Contractor is unable to respond within the required time, the Agency shall have the right to obtain the required services from the secondary Contractor or another source. Repeated failures to respond within the required time may be cause for cancellation of the contract.

Repeated failures to respond is defined as more than three (3) times within any four-week period.

J. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated property. All materials provided by Contractor shall be UL listed. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.

K. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.

L. The Agency may require Contractor to install poles, transformers and other various aerial work. In addition, the Agency may require Contractor to excavate, and install conduit and various underground splices and installations. For purposes of clarity, the Contractor of Segment I - Medium Voltage Commercial & Industrial will be expected to work with voltages ranging from less than 12 volts to 600 volts. Contractor of Segment II - High Voltage Electrical Distribution System including Transmission Lines will be expected to work with voltages ranging from 601 volts

to greater than 12,400 volts.

M. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.

N. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

O. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

P. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

Q. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.

R. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), and Rented Equipment (if applicable), plus the applicable NMGRT listed as a separate item.

S. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), and Rented Equipment (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

T. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractor's direct cost for those purchases plus the overhead fees as listed in Items D and E of Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

U. If materials must be special ordered and/or shipped from outside the Santa Fe area, the Agency will pay shipping costs plus the overhead fees as listed in Items D and E of Section 4 of Exhibit A if such orders are approved in writing by the Agency in advance.

V. The use of only one Journeyman Electrician to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. Any apprentices/electrician helpers shall be in compliance with State of New Mexico CID ratio of one journeyman to three apprentices/helpers. The Agency reserves the right to determine how many helpers shall be dispatched.

W. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work unless the equipment is regarded as

specialized. Where specialized equipment must be rented, the Agency will reimburse Contractor for rental costs plus the overhead fees as proposed in Items D and E of Section 4 of Exhibit A. A copy of the rental company's invoice must be submitted to the Agency for payment.

X. Contractor shall have the ability to provide supplemental power generation equipment by either rental or Contractor owned, in cases of emergency and/or building shut downs which will require supplemental power generation.

2. BILLING LOCATION AND CONTACT

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: emartinez@sfswma.org

3. LIST OF BUILDINGS AND EQUIPMENT

Caja del Rio Landfill
149 Wildlife Way
Santa Fe, NM 87506

- Scale House (HVAC, lights, scales, security cameras, etc.)
- Administration Building (offices, HVAC, lights, etc.)
- Pump House (pumps, etc.)
- Maintenance Building/Shop (offices, HVAC, lights, security cameras, shop equipment, overhead crane, etc.)
- Portable Buildings (lights, etc.)
- Leachate Pumps (pumps, etc.)
- Effluent Pond (pumps, etc.)
- Landfill Gas System (flare ignition switch, blowers, pumps, control panel, etc.)

- Transformer(s)

Buckman Road Recycling and Transfer Station
(BuRRT)
2600 Buckman Road
Santa Fe, NM 87507

- Scale House (HVAC, lights, scales, security cameras, etc.)
- Administration Building (offices, HVAC, lights, electrical room, etc.)
- Transfer Station (exhaust fans, lights, overhead doors, etc.)
- Glass Pulverizer System (motors, control panel, etc.)
- Baling Building (motors, control panels, lights, overhead doors, etc.)
- MRF (HVAC, lights, motors, control panels, etc.)
- HHW (HVAC, lights, exhaust fans, overhead electric heaters, etc.)
- Transformer(s)

4. CONTRACTOR'S UNIT PRICING

SEGMENT I: Medium Voltage Commercial & Industrial
Requires EE98 License

Labor	Description	*Hourly Labor Cost
Item A.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 70.00
Item B.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	$ 90.00
Item C.	Laborer 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 35.00

*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, exclude NMGRT.

Item D.	Parts, Supplies & Material excluding NMGRT Invoice amount plus overhead fee	10%
Item E.	Rented or Leased Equipment To be charged for rental or leasing of specialized equipment excluding NMGRT Invoice amount plus overhead fee	10%

SEGMENT II: High Voltage electrical distribution system including transmission lines
Requires EE98 and EL1 License
This Segment is for services greater than 600 volts

Labor	Description	*Hourly Labor Cost
Item A.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	N/A
Item B.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	N/A
Item C.	Laborer 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	N/A

*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, exclude NMGRT.

Item D.	Parts, Supplies & Material excluding NMGRT Invoice amount plus overhead fee	10%
Item E.	Rented or Leased Equipment To be charged for rental or leasing of specialized equipment excluding NMGRT Invoice amount plus overhead fee	10%

ATTACHMENT 2

B&D Industries

Amendment No. 2 – Price Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PRICE AGREEMENT WITH
B&D INDUSTRIES, INC.
(On-Call Electrical Services - 2020)

This AMENDMENT No. 2 ("Amendment") to the PRICE AGREEMENT, dated June 18, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and B&D Industries, 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 on-call electrical services as described in ITB No. '20/28/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, 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. **ITEMS / SERVICES TO BE PROVIDED**

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect the increase to Contractor's s unit pricing for items and services listed in Section 4 of Exhibit A of the Agreement so that Section 4 of Exhibit A as referenced in Article 4 is deleted entirely and replaced with the following:

4. CONTRACTOR'S UNIT PRICING

SEGMENT I: Medium Voltage Commercial & Industrial
Requires EE98 License

Labor	Description	*Hourly Labor Cost
Item A.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 73.40
Item B.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	$ 113.33
Item C.	Laborer 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 54.92

*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, exclude NMGRT.

Item D.	Parts, Supplies & Material excluding NMGRT Invoice amount plus overhead fee	18%
Item E.	Rented or Leased Equipment To be charged for rental or leasing of specialized equipment excluding NMGRT Invoice amount plus overhead fee	10%

SEGMENT II: High Voltage electrical distribution system including transmission lines
Requires EE98 and EL1 License
This Segment is for services greater than 600 volts

Labor	Description	*Hourly Labor Cost
Item A.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 96.44
Item B.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	$ 141.81
Item C.	Laborer 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 71.41

*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, exclude NMGRT.

Item D.	Parts, Supplies & Material excluding NMGRT Invoice amount plus overhead fee	18%
Item E.	Rented or Leased Equipment To be charged for rental or leasing of specialized equipment excluding NMGRT Invoice amount plus overhead fee	10%

2. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2023, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

3. 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.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Agreement on the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

_____ _____

Anna Hansen Date:
Chairperson, Joint Powers Board

ATTEST:

_____

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

_____ _____

Clint Beall Date:
Senior Vice President
B&D Industries, Inc.

APPROVED AS TO FORM:

_____ _____

Nancy R. Long Date:
Agency Attorney

Amendment No. 1 – Price Agreement

ITEM # 21-0371

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
B&D INDUSTRIES, INC.
(On-Call Electrical Services - 2020)

This AMENDMENT No. 1 ("Amendment") to the PRICE AGREEMENT, dated June 18, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and B&D Industries, 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 on-call electrical services as described in ITB No. '20/28/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, 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. ITEMS / SERVICES TO BE PROVIDED

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect the increase to Contractor's s unit pricing for items and services listed in Section 4 of Exhibit A of the Agreement so that Section 4 of Exhibit A as referenced in Article 4 is deleted entirely and replaced with the following:

4. CONTRACTOR'S UNIT PRICING

SEGMENT I: Medium Voltage Commercial & Industrial
Requires EE98 License

Labor	Description	*Hourly Labor Cost
Item A.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 70.72
Item B.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	$ 109.20
Item C.	Laborer 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 53.15

*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, exclude NMGRT.

Item D.	Parts, Supplies & Material excluding NMGRT Invoice amount plus overhead fee	18%
Item E.	Rented or Leased Equipment To be charged for rental or leasing of specialized equipment excluding NMGRT Invoice amount plus overhead fee	10%

SEGMENT II: High Voltage electrical distribution system including transmission lines
Requires EE98 and EL1 License
This Segment is for services greater than 600 volts

Labor	Description	*Hourly Labor Cost
Item A.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 89.36
Item B.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	$ 131.40
Item C.	Laborer 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 69.10

*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, exclude NMGRT.

Item D.	Parts, Supplies & Material excluding NMGRT Invoice amount plus overhead fee	18%
Item E.	Rented or Leased Equipment To be charged for rental or leasing of specialized equipment excluding NMGRT Invoice amount plus overhead fee	10%

2. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2022, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

3. 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 Agreement on the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson, Joint Powers Board

6/17/21
Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Clint Beall
Senior Vice President
B&D Industries, Inc.

07.08.2021
Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

6-21-2021
Date:

Price Agreement (ITB No. '20/28/B)

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH B&D INDUSTRIES, INC.
(On-Call Electrical Services – 2020)

This PRICE AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and B&D Industries, Inc. ("Contractor") for on-call electrical services as described in ITB No. '20/28/B and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. '20/28/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE: LICENSES

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

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

C. "Items" means tangible goods or tangible items of personal property required for

Agency operations. All items are to be new and of most current production, unless otherwise specified.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement which requires Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the City of Santa Fe Purchasing Department on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services excludes professional services that are typically performed by a person holding a license, such as engineering, architecture or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

4. **ITEMS / SERVICES TO BE PROVIDED**

A. Price of Items and Services. Section 4 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service described in Exhibit A. All Purchase Orders for items and services issued hereunder

must reference the Purchase Order number and Price Agreement number ITB '20/28/B.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. '20/28/B, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.

2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the compete order cannot be fulfilled.

3) Whenever the Agency does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned.

4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

6. PAYMENTS

A. All payments under this Agreement are subject to the following provisions.

1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed, at Contractor's riskand expense, promptly after notice of rejection.

2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the services or items have been accepted in writing by the Agency. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from the receipt of services or items, the Agency shall issue a written certification of

complete or partial acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed to have been accepted.

3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.

4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the City of Santa Fe Purchasing Division.

5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees levied by the State of New Mexico and federal government on the sums payable under this Agreement.

7. 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 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2021, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

9. CANCELLATION

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the

Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

10. TERMINATION

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

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 of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those

provided for in this Article and are in addition to any other rights provided for by law.

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

A. Contractor, its agents, and its employees are independent contractors performing product delivery 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.

12. **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.

13. **CONFLICT OF INTEREST**

A. 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 ofinterest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the sole discretion of the Agency, serving the needs of the Agency adequately.

15. 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, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

16. NON-COLLUSION

In signing this Agreement, Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

17. 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.

18. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement 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 thirty (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 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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, Santa Fe County.

24. AMENDMENT

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

25. INTEGRATION

This Agreement expresses the entire agreement and understanding between the parties with respect to the Contractor's items and 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. 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.

27. 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.

28. **NOTICES**

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

AGENCY:
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:
Clinton Beall
Senior Vice President
B&D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
Fax: (505) 298-2114
Email: clint@banddindustries.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 Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

29. **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 kickbacks.

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
Chairperson

Date: June 18, 2020

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Clint Beall
Senior Vice President
B&D Industries, Inc.

Date: 6/19/2020

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date: 6-19-2020

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. '20/28/B

1. GENERAL CONDITIONS

A. This Agreement is established to provide on-call electrical services for the Agency hereinafter referred to as services. The Agency owns and leases multiple buildings and electrical equipment listed in Section 3 of Exhibit A that may require a licensed Contractor to provide electrical services. However, the Agency may require services for new buildings and equipment in the future. Thus, the list of buildings and equipment may be revised by notice of Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.

B. Contractor shall be an electrical Contractor properly licensed as an EE98 for Segment I in Section 4 of Exhibit A and EL1 for Segment II in Section 4 of Exhibit A by the State of New Mexico and able to perform electrical services for the Agency in situations where Agency employees are unable to respond to the Agency's electrical needs.

C. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair electrical malfunctions, to install new electrical equipment, or to modify existing electrical equipment as necessary to maintain Agency buildings as requested by the Agency. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, etc.) shall be included in the labor costs bid by the Contactor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

D. The Agency is responsible for determining when the services of the Contractor are needed.

E. Contractor shall assess the situation/problem and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, the Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

F. If the work is an emergency, the Contractor shall immediately stabilize the site, then provide an estimate, including the work required to stabilize the situation. Contractor shall provide status updates as determined by the Agency.

G. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by the Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required to stabilize an emergency situation.

H. The Agency reserves the right to specify electrical components and devices (parts) for all facilities and/or Agency owned and operated equipment.

I. Contractor shall respond by dispatching an electrician to the indicated site within four (4) hours after being contacted by the Agency, or within two (2) hours if an emergency situation exists, or within any previously arranged time specified for scheduled maintenance. In the event that the primary Contractor is unable to respond within the required time, the Agency shall have the right to obtain the required services from the secondary Contractor or another source. Repeated failures to respond within the required time may be cause for cancellation of the contract.

Repeated failures to respond is defined as more than three (3) times within any four-week period.

J. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by the Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated property. All materials provided by the Contractor shall be UL listed. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.

K. Contractor shall be responsible for any damage caused by the Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided the Contractor is responsible for disposal of any trash created during the work performed.

L. The Agency may require the Contractor to install poles, transformers and other various aerial work. In addition, the Agency may require the Contractor to excavate, and install conduit and various underground splices and installations. For purposes of clarity, the Contractor of Segment I - Medium Voltage Commercial & Industrial will be expected to work with voltages ranging from less than 12 volts to 600 volts. The Contractor of Segment II - High Voltage Electrical Distribution System

including Transmission Lines will be expected to work with voltages ranging from 601 volts to greater than 12,400 volts.

M. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.

N. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

O. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

P. While providing the services outlined herein, the Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

Q. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of the Contractor, and shall be remedied as soon as possible.

R. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), and Rented Equipment (if applicable), plus the applicable NMGRT listed as a separate item.

S. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), and Rented Equipment (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when the Contractor arrives at the job site, continues while picking up parts, and ends when the Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

T. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse the Contractors direct cost for those purchases plus the overhead fees as listed in Items D and E of Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

U. If materials must be special ordered and/or shipped from outside the Santa Fe area, the Agency will pay shipping costs plus the overhead fees as listed in Items D and E of Section 4 of Exhibit A if such orders are approved in writing by the Agency in advance.

V. The use of only one Journeyman Electrician to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. Any apprentices/electrician helpers shall be in compliance with State of New Mexico CID ratio of one journeyman to three apprentices/helpers. The Agency reserves the right to determine how many helpers shall be dispatched.

W. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work unless the equipment is regarded as

specialized. Where specialized equipment must be rented, the Agency will reimburse the Contractor for rental costs plus the overhead fees as proposed in Items D and E of Section 4 of Exhibit A. A copy of the rental company's invoice must be submitted to the Agency for payment.

X. Contractor shall have the ability to provide supplemental power generation equipment by either rental or Contractor owned, in cases of emergency and/or building shut downs which will require supplemental power generation.

2. BILLING LOCATION AND CONTACT

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: emartinez@sfswma.org

3. LIST OF BUILDINGS AND EQUIPMENT

Caja del Rio Landfill
149 Wildlife Way
Santa Fe, NM 87506

- Scale House (HVAC, lights, scales, security cameras, etc.)
- Administration Building (offices, HVAC, lights, etc.)
- Pump House (pumps, etc.)
- Maintenance Building/Shop (offices, HVAC, lights, security cameras, shop equipment, overhead crane, etc.)
- Portable Buildings (lights, etc.)
- Leachate Pumps (pumps, etc.)
- Effluent Pond (pumps, etc.)
- Landfill Gas System (flare ignition switch, blowers, pumps, control panel, etc.)

- Transformer(s)

Buckman Road Recycling and Transfer Station
(BuRRT)
2600 Buckman Road
Santa Fe, NM 87507

- Scale House (HVAC, lights, scales, security cameras, etc.)
- Administration Building (offices, HVAC, lights, electrical room, etc.)
- Transfer Station (exhaust fans, lights, overhead doors, etc.)
- Glass Pulverizer System (motors, control panel, etc.)
- Baling Building (motors, control panels, lights, overhead doors, etc.)
- MRF (HVAC, lights, motors, control panels, etc.)
- HHW (HVAC, lights, exhaust fans, overhead electric heaters, etc.)
- Transformer(s)

4. CONTRACTOR'S UNIT PRICING

SEGMENT I: Medium Voltage Commercial & Industrial
Requires EE98 License

Labor	Description	*Hourly Labor Cost
Item A.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 68.00
Item B.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	$ 105.00
Item C.	Laborer 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 50.00

*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, exclude NMGRT.

Item D.	Parts, Supplies & Material excluding NMGRT Invoice amount plus overhead fee	18%
Item E.	Rented or Leased Equipment To be charged for rental or leasing of specialized equipment excluding NMGRT Invoice amount plus overhead fee	10%

SEGMENT II: High Voltage electrical distribution system including transmission lines
Requires EE98 and EL1 License
This Segment is for services greater than 600 volts

Labor	Description	*Hourly Labor Cost
Item A.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 85.00
Item B.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	$ 125.00
Item C.	Laborer 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 65.00

*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, exclude NMGRT.

Item D.	Parts, Supplies & Material excluding NMGRT Invoice amount plus overhead fee	18%
Item E.	Rented or Leased Equipment To be charged for rental or leasing of specialized equipment excluding NMGRT Invoice amount plus overhead fee	10%

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: June 13, 2022
Subject: Request for Approval to Replace a Pentair Hydromatic Submersible Solid Handling Pump and a NEMA 4X Electrical Closure and Control Panel for the Caja del Rio Landfill Effluent Pond by Allied Electric of Santa Fe, NM, under ITB No. '20/28/B in the Amount of $39,518.50

SUMMARY

The Agency is requesting Board approval to replace a Pentair Hydromatic submersible solid handling pump and a NEMA 4X electrical closure and control panel for the Caja del Rio Landfill (Landfill) effluent pond by Allied Electric under ITB No. '20/28/B for $39,518.50.

Funding is available from 810.100700 (Operating Fund Cash Balance).

Table 1 breaks down the Allied Electric quote for the Pentair Hydromatic pump and associated electrical closure and control panel.

Table 1. Allied Electric Quote

Description	Cost
Materials (Pump, Electrical Enclosure, and Control Panel)	$30,520.00
Laborer (80 hours)	$2,800.00
Journeyman Electrician (80 hours)	$5,600.00
Subtotal	**$38,920.00**
Tax (Labor Only)	$598.50
Total	**$39,518.50**

Attachment 2 details the work to be performed. Attachment 4 illustrates the pump features. The lead time for the pump and control panel/enclosure is 24 weeks.

Replacing the existing 4-inch pump with a new Pentair Hydromatic pump will reduce the time spent filling water wagons and trucks.

BACKGROUND

The Agency pumps treated effluent from the effluent pond into water wagons and trucks for dust control and composting.

The existing underground Pentair 4-inch pump system was installed in 1997 when the Landfill opened and is primarily used during the cold months (mid-November through mid-March) when freezing temperatures prevent using an aboveground Godwin pump. The 6-inch Godwin pump significantly reduces the time needed to fill water wagons and water trucks (e.g., 5-8 minutes for the Goodwin pump versus 40+ minutes for the existing Pentair pump). However, the Godwin pump must be winterized each year to protect it from freezing.

ACTION REQUESTED

The Agency requests approval to replace a Pentair Hydromatic submersible solid handling pump and a NEMA 4X electrical closure and control panel for the Landfill effluent pond by Allied Electric under ITB No. '20/28/B for $39,518.50.

The Agency also requests approval of a budget increase from 810.100700 (Operating Fund Cash Balance) to 8100851.570300 (Improvement to Land Other Than Buildings) in the amount of $39,518.50.

Attachments:

1) Budget Adjustment Request
2) Allied Electric Quote
3) ITB '20/28/B – On-Call Electrical Services for the Santa Fe Solid Waste Management Agency
4) Pentair Hydromatic Submersible Solid Handling Pump Product Brochure

M:/Memo/Memo061322.1

ATTACHMENT 1

Budget Adjustment Request

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
SFSWMA	6/9/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Improvement to Land Other than Bldgs	8100851	570300		39,519	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 39,519	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget for replacement of a Pentair Hydromatic Submersible Solid Handling Pump and a NEMA 4X Electrical Closure and Control Panel for the Caja del Rio Landfill Effluent Pond

by Allied Electric

Cash is available in the SFSWMA Operations Fund (810.100700)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
810	(39,519)
TOTAL:	(39,519)

Emily Pisula 6/9/2022
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

JPB
Approval Date

Agenda Item #:

Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

ATTACHMENT 2

Allied Electric Quote

Allied Electric Inc

PO Box 28430
Santa Fe, NM 87592
505-438-8899
www.alliednm.com

Estimate

ADDRESS
Santa Fe SWMA
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506

SHIP TO
Santa Fe SWMA
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506

ESTIMATE	3070
DATE	06/06/2022
EXPIRATION DATE	07/06/2022

QTY	DESCRIPTION	AMOUNT
1	SFSWMA - On-Call Electrical Services ITB No.'20/28/B	
1	Remove existing pump, control box and disconnect	
1	Furnish and Installation of new 10HP 1750 RPM pump (Model S4P1000M6-4)	
1	Furnish and Installation of Hydromatic control panel 10HP NEMA 4X	
1	Furnish and Installation of Three phase disconnect for pump	
	NOTE: 8 week lead time for pump 24 week lead time for control	
1	Material (no tax)	30,520.00
80	Laborer 7:00 am to 5:00 pm, Monday thru Friday, excluding weekends & holidays @ $35.00 per hour	2,800.00T
80	Journeyman Electrician - 7:00 am to 5:00 pm, Monday thru Friday, excluding weekends & Holidays @ $70.00 per hour	5,600.00T

This estimate includes standard labor rates Monday through Friday 8:00 am to 5:00 pm. Any additional work or change orders shall be authorized by owner and will be billed, time plus material or an agreed upon price.

SUBTOTAL	38,920.00
TAX	598.50
TOTAL	**$39,518.50**

Accepted By

Accepted Date

Please Remit To:
Allied Electric Inc.
PO Box 28430
Santa Fe, NM 87592-8430

ATTACHMENT 3

ITB '20/28/B – On-Call Electrical Services
for the
Santa Fe Solid Waste Management Agency
Price Agreement

ITEM # 21-0350

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT WITH
ALLIED EXECTRIC, INC.
(On-Call Electrical Services - 2020)

This AMENDMENT No. 1 ("Amendment") to the PRICE AGREEMENT, dated June 18, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Allied Electric, 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 on-call electrical services as described in ITB No. '20/28/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, 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. **TERM AND EFFECTIVE DATE**

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2022, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

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.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler — Date: 6/17/21
Chairperson, Joint Powers Board

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Melissa J. Maestas — Date: 7/1/2021
CEO
Allied Electric, Inc.

APPROVED AS TO FORM:

Nancy R. Long — Date: 6-21-2021
Agency Attorney

3202005

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH ALLIED ELECTRIC, INC.
(On-Call Electrical Services – 2020)

This PRICE AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Allied Electric, Inc. ("Contractor") for on-call electrical services as described in ITB No. '20/28/B and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. **SCOPE OF AGREEMENT**

The items to be provided under this Agreement are set forth in ITB No. '20/28/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

2. **STANDARDS OF PERFORMANCE; LICENSES**

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

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

C. "Items" means tangible goods or tangible items of personal property required for

Agency operations. All items are to be new and of most current production, unless otherwise specified.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement which requires Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the City of Santa Fe Purchasing Department on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services excludes professional services that are typically performed by a person holding a license, such as engineering, architecture or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

4. ITEMS / SERVICES TO BE PROVIDED

A. Price of Items and Services. Section 4 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service described in Exhibit A. All Purchase Orders for items and services issued hereunder

must reference the Purchase Order number and Price Agreement number ITB '20/28/B.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. '20/28/B, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.

2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the compete order cannot be fulfilled.

3) Whenever the Agency does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned.

4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

6. PAYMENTS

A. All payments under this Agreement are subject to the following provisions.

1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed, at Contractor's riskand expense, promptly after notice of rejection.

2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the services or items have been accepted in writing by the Agency. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from the receipt of services or items, the Agency shall issue a written certification of

complete or partial acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed to have been accepted.

3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.

4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the City of Santa Fe Purchasing Division.

5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees levied by the State of New Mexico and federal government on the sums payable under this Agreement.

7. 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 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on June 18, 2021, unless it is terminated sooner pursuant to Article 7 or Article 10 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 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.

9. CANCELLATION

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the

Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

10. TERMINATION

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

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 of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those

provided for in this Article and are in addition to any other rights provided for by law.

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

A. Contractor, its agents, and its employees are independent contractors performing product delivery 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.

12. **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.

13. **CONFLICT OF INTEREST**

A. 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 ofinterest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the sole discretion of the Agency, serving the needs of the Agency adequately.

15. 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, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

16. NON-COLLUSION

In signing this Agreement, Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

17. 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.

18. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement 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 thirty (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 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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, Santa Fe County.

24. AMENDMENT

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

25. INTEGRATION

This Agreement expresses the entire agreement and understanding between the parties with respect to the Contractor's items and 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. 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.

27. 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.

28. **NOTICES**

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

AGENCY:
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:
Melissa J. Maestas
President
Allied Electric, Inc.
P.O. Box 28430
Santa Fe, NM 87592-8430
Fax: (505) 473-3712
Email: melissa@alliednm.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 Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

29. 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 kickbacks.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Chairperson

June 18 2020
Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Melissa J. Maestas
President
Allied Electric, Inc.

6/23/2020
Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

6-19-2020
Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. '20/28/B

1. GENERAL CONDITIONS

A. This Agreement is established to provide on-call electrical services for the Agency hereinafter referred to as services. The Agency owns and leases multiple buildings and electrical equipment listed in Section 3 of Exhibit A that may require a licensed Contractor to provide electrical services. However, the Agency may require services for new buildings and equipment in the future. Thus, the list of buildings and equipment may be revised through by notice of Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.

B. Contractor shall be an electrical Contractor properly licensed as an EE98 for Segment I in Section 4 of Exhibit A and EL1 for Segment II in Section 4 of Exhibit A by the State of New Mexico and able to perform electrical services for the Agency in situations where Agency employees are unable to respond to the Agency's electrical needs.

C. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair electrical malfunctions, to install new electrical equipment, or to modify existing electrical equipment as necessary to maintain Agency buildings as requested by the Agency. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, etc.) shall be included in the labor costs bid by Contactor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

D. The Agency is responsible for determining when the services of Contractor are needed.

E. Contractor shall assess the situation/problem and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, the Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

F. If the work is an emergency, Contractor shall immediately stabilize the site, then provide an estimate, including the work required to stabilize the situation. Contractor shall provide status updates as determined by the Agency.

G. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by the Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required to stabilize an emergency situation.

H. The Agency reserves the right to specify electrical components and devices (parts) for all facilities and/or Agency owned and operated equipment.

I. Contractor shall respond by dispatching an electrician to the indicated site within four (4) hours after being contacted by the Agency, or within two (2) hours if an emergency situation exists, or within any previously arranged time specified for scheduled maintenance. In the event that the primary Contractor is unable to respond within the required time, the Agency shall have the right to obtain the required services from the secondary Contractor or another source. Repeated failures to respond within the required time may be cause for cancellation of the contract.

Repeated failures to respond is defined as more than three (3) times within any four-week period.

J. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated property. All materials provided by Contractor shall be UL listed. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.

K. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.

L. The Agency may require Contractor to install poles, transformers and other various aerial work. In addition, the Agency may require Contractor to excavate, and install conduit and various underground splices and installations. For purposes of clarity, the Contractor of Segment I - Medium Voltage Commercial & Industrial will be expected to work with voltages ranging from less than 12 volts to 600 volts. Contractor of Segment II - High Voltage Electrical Distribution System including Transmission Lines will be expected to work with voltages ranging from 601 volts

to greater than 12,400 volts.

M. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.

N. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

O. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

P. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

Q. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.

R. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), and Rented Equipment (if applicable), plus the applicable NMGRT listed as a separate item.

S. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), and Rented Equipment (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

T. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractor's direct cost for those purchases plus the overhead fees as listed in Items D and E of Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

U. If materials must be special ordered and/or shipped from outside the Santa Fe area, the Agency will pay shipping costs plus the overhead fees as listed in Items D and E of Section 4 of Exhibit A if such orders are approved in writing by the Agency in advance.

V. The use of only one Journeyman Electrician to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. Any apprentices/electrician helpers shall be in compliance with State of New Mexico CID ratio of one journeyman to three apprentices/helpers. The Agency reserves the right to determine how many helpers shall be dispatched.

W. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work unless the equipment is regarded as

specialized. Where specialized equipment must be rented, the Agency will reimburse Contractor for rental costs plus the overhead fees as proposed in Items D and E of Section 4 of Exhibit A. A copy of the rental company's invoice must be submitted to the Agency for payment.

X. Contractor shall have the ability to provide supplemental power generation equipment by either rental or Contractor owned, in cases of emergency and/or building shut downs which will require supplemental power generation.

2. BILLING LOCATION AND CONTACT

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: emartinez@sfswma.org

3. LIST OF BUILDINGS AND EQUIPMENT

Caja del Rio Landfill
149 Wildlife Way
Santa Fe, NM 87506

- Scale House (HVAC, lights, scales, security cameras, etc.)
- Administration Building (offices, HVAC, lights, etc.)
- Pump House (pumps, etc.)
- Maintenance Building/Shop (offices, HVAC, lights, security cameras, shop equipment, overhead crane, etc.)
- Portable Buildings (lights, etc.)
- Leachate Pumps (pumps, etc.)
- Effluent Pond (pumps, etc.)
- Landfill Gas System (flare ignition switch, blowers, pumps, control panel, etc.)

- Transformer(s)

Buckman Road Recycling and Transfer Station
(BuRRT)
2600 Buckman Road
Santa Fe, NM 87507

- Scale House (HVAC, lights, scales, security cameras, etc.)
- Administration Building (offices, HVAC, lights, electrical room, etc.)
- Transfer Station (exhaust fans, lights, overhead doors, etc.)
- Glass Pulverizer System (motors, control panel, etc.)
- Baling Building (motors, control panels, lights, overhead doors, etc.)
- MRF (HVAC, lights, motors, control panels, etc.)
- HHW (HVAC, lights, exhaust fans, overhead electric heaters, etc.)
- Transformer(s)

4. CONTRACTOR'S UNIT PRICING

SEGMENT I: Medium Voltage Commercial & Industrial
Requires EE98 License

Labor	Description	*Hourly Labor Cost
Item A.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 70.00
Item B.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	$ 90.00
Item C.	Laborer 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	$ 35.00

*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, exclude NMGRT.

Item D.	Parts, Supplies & Material excluding NMGRT Invoice amount plus overhead fee	10%
Item E.	Rented or Leased Equipment To be charged for rental or leasing of specialized equipment excluding NMGRT Invoice amount plus overhead fee	10%

SEGMENT II: High Voltage electrical distribution system including transmission lines
Requires EE98 and EL1 License
This Segment is for services greater than 600 volts

Labor	Description	*Hourly Labor Cost
Item A.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	N/A
Item B.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	N/A
Item C.	Laborer 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	N/A

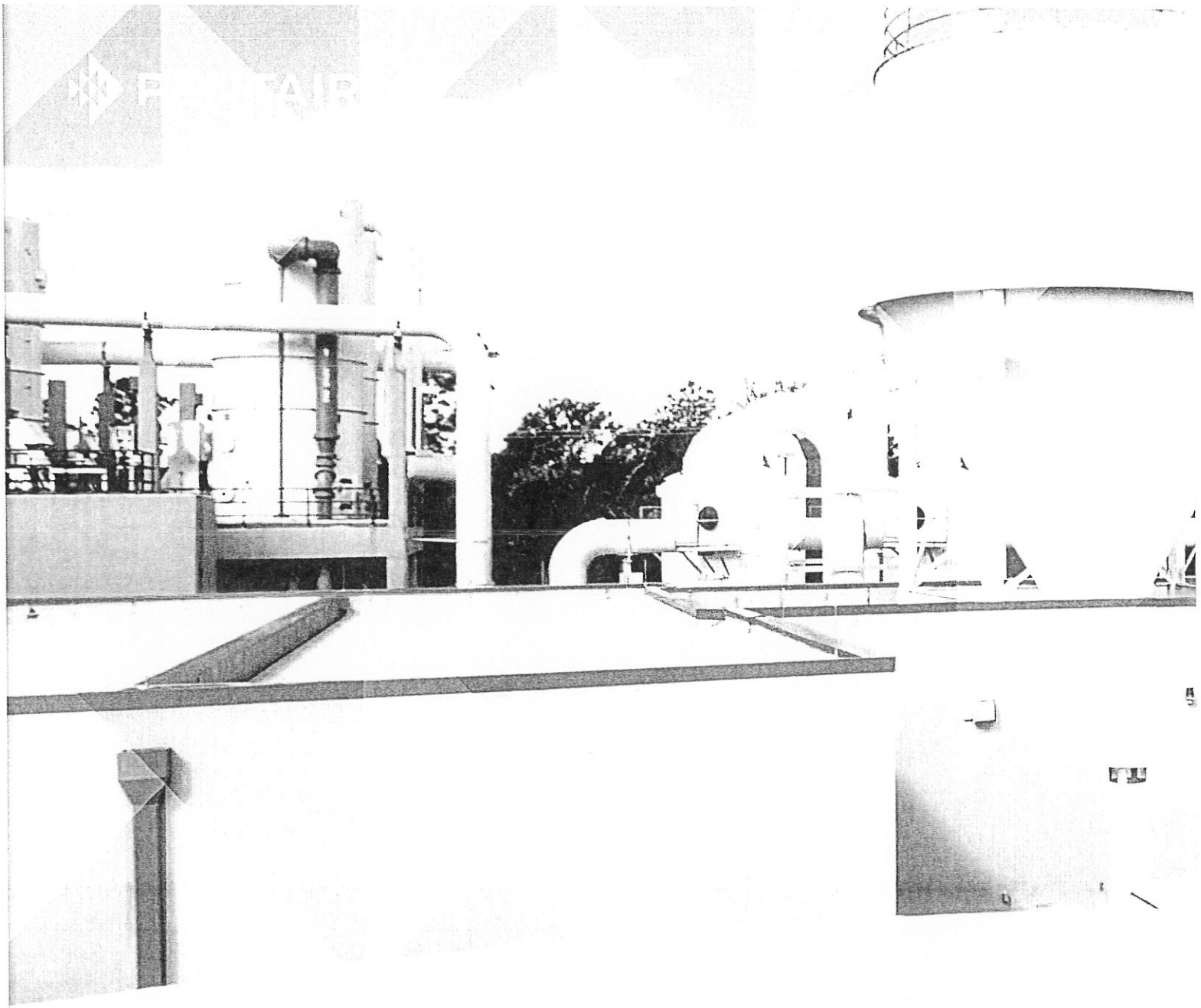
*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, exclude NMGRT.

Item D.	Parts, Supplies & Material excluding NMGRT Invoice amount plus overhead fee	10%
Item E.	Rented or Leased Equipment To be charged for rental or leasing of specialized equipment excluding NMGRT Invoice amount plus overhead fee	10%

ATTACHMENT 4

Pentair Hydromatic Submersible Solid Handling Pump Product Brochure

HYDROMATIC



HYDROMATIC®
SUBMERSIBLE SOLIDS HANDLING PUMPS

FM APPROVED

PENTAIR

HYDROMATIC®

Hydromatic® Submersible Solids Handling Pumps Are Field Proven and Reliable

You can depend on Hydromatic pumps to provide years of reliable service. As one of the oldest submersible pump manufacturers in the world, Hydromatic offers you field-proven pumps and systems for all your requirements. We also supply complete technical support and ongoing engineering assistance for the life of the pump.

Rugged, Safe Pumps

When government regulations or area classifications require hazardous location pumps, you can depend on Hydromatic submersible solids handling pumps.

Now you can get certified, Class I, Division 1, Group C and/or D hazardous location pumps for applications such as sewage wet wells where flammable gases exist.

Get the Same Reliability

With Hydromatic hazardous location pumps, you get the same reliability and efficiency designed into the non-hazardous location pumps. Plus, you get added safety advantages with FM approved, hazardous location, Hydromatic pumps.

Reliable, safe operation is ensured because all castings are inspected for porosity before, during and after machining. After assembly each hazardous location pump is thoroughly inspected to ensure reliable performance.

Installations:

Municipal

- Wastewater transfer
- Wastewater treatment plants
- Wastewater lift stations
- Subdivisions
- Airports
- Storm water

Commercial

- Building wastewater systems
- Wastewater
- Hospitals
- Motels
- Apartments
- Schools
- Churches
- Universities
- Campgrounds
- Amusement parks

Industrial

- Wastewater
- Sump
- Spray wash
- Storm water

Vortex – Recessed Impeller Option

Hydromatic pumps are available with recessed impellers which are virtually impossible to clog. They perform up to shut-off head without damage. The recessed impeller creates a liquid vortex in the volute which directs all spherical solids, slurry, sludge, grit, stringy or fibrous material through the pump without clogging. Recessed impeller pumps are ideal for a broad range of sewage and special waste-handling situations, including high head and low flows and where large solids are present.

H Series – Greater Pump Efficiency

The H Series solids handling pumps, with the enhanced geometry of the monovane impeller, provide greater pump efficiency and steeper non-overloading performances while passing up to a full 3" spherical solid, as is required by the "Ten States Standards" policy for submersible solids handling pumps. H Series pumps are available with horsepower ratings from 7.5 to 15 with speeds up to 1750 RPM.

Standard Pump Features

A. Motor

Oil filled to efficiently dissipate heat and lock out damaging moisture so you receive reliable pumping service. Easily field serviceable.

B. Connection Box

Two epoxy barriers and a compression fitting prevent water contamination of the motor area, assuring long-term reliable operation. Additionally, epoxy encapsulation and stripped leads positively eliminate "wicking" from the cable.

C. Bearings

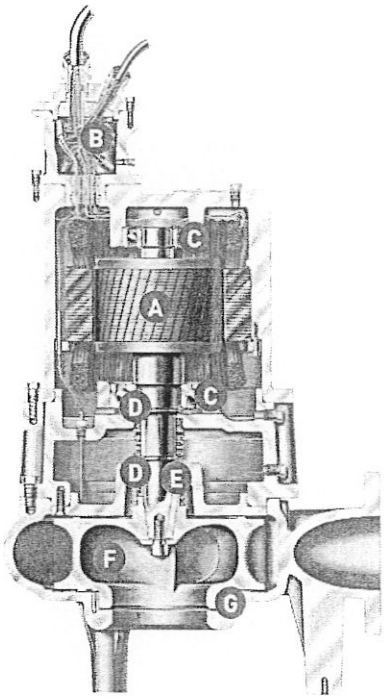
Heavy-duty upper and lower ball bearings are submerged in oil to provide permanent lubrication and ensure long service life.

D. Seals

A dual seal system operates in an oil chamber to provide long pump service life. Various seal options available.

E. Shaft

The stainless steel shaft eliminates corrosion and fatigue for longer pump life. The minimum shaft overhang decreases deflection and increases bearing and seal life. Tapered shaft allows for easy removal of impeller.



F. Impeller

Hydromatic solids handling pumps are available with a wide range of impellers for different applications. Pump-out vanes on the top shroud prevent the buildup of materials in the seal area and extend the life of the thrust bearing by significantly reducing axial thrust.

G. Renewable Case Wear Ring

Easily replaceable, true wear ring, with a top pullout design for easy disassemble operation.

Hazardous Location Pump Features

Flame-Proof Joints

Flame-proof joints have 1-1/4" flame paths. These close tolerance joints prevent any internal spark or fire from escaping into the environment.

Motor Housing

The hazardous location housing wall is thicker throughout the case to give you extra containment capability.

Heavy-Duty Bearings

Hydromatic pumps provide you heavy-duty bearings (minimum B-10 life of 50,000 hours) for long pump life.

Two Moisture Sensors

Two moisture sensors in the oil chamber provide extra security. The sensors are electrically isolated and made with stainless steel connections and stainless steel probes.

Labyrinth Joint

The special labyrinth joint gives you added protection by preventing flame or spark travel to the media being pumped.

Oil-Filled Motor

Dependable Operation

The Hydromatic pump's oil-filled motor keeps the windings cool, eliminates moisture, and permanently lubricates the bearings, to provide reliable pumping service.

The oil bath keeps the motor and bearings cool by dissipating heat and maintaining the correct operating temperature. The oil transfers heat generated in the motor windings to the housing where it is dissipated by the surrounding wet well media. Airborne moisture contamination is locked out so that moisture, which condenses with temperature changes, does not cause premature motor and bearing failure.

The oil bath also permanently lubricates the bearings which minimizes heat and flushes contaminant away from bearing races. Maintenance costs are reduced because bearings do not require routine service and motors do not require a secondary cooling apparatus. Oil-filled motors ensure dependable, reliable service!

Dual Seal System/Moisture Sensor

Dual Seal System Gives Long Pump Service Life

The mechanical dual seal system protects the motor from water with one upper shaft seal and one below an oil chamber. The oil chamber provides lubrication for the seals and traps any moisture that may leak through the lower seal. The upper seal operates entirely in oil. The dual seal design gives the pump exceptionally long service life by keeping pumped media out of the motor housing.

Moisture Sensor Decreases Downtime and Maintenance Costs

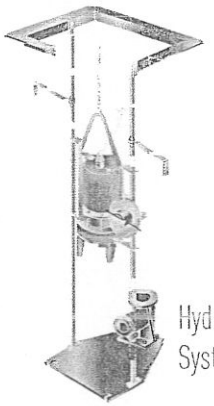
The moisture sensor, provided as a standard feature on all solids handling pumps, saves money and decreases downtime by allowing you to take corrective action before an expensive bearing or motor failure occurs. The internal sensor detects the presence of moisture in the oil chamber and signals that the lower seal is beginning to leak.

Some manufacturers put a moisture sensor in the motor area and moisture is not detected until after it affects the bearings and motor itself.

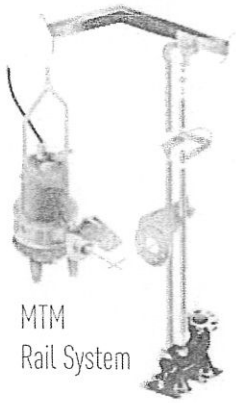
System Operations

Rail Systems for Easy Pump Retrieval

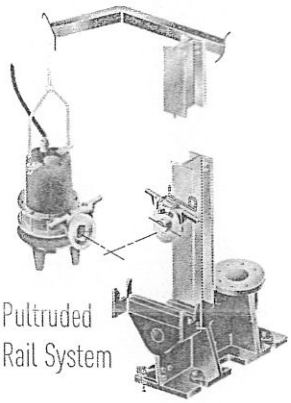
To easily raise and lower your pump(s) for service and maintenance, you can choose from among three rail systems.



Hydr-O-Rail System



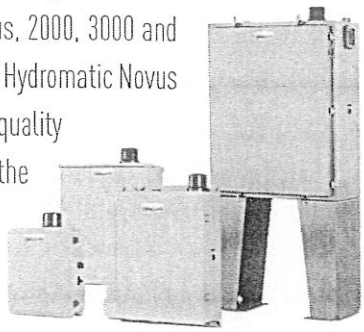
MTM Rail System



Pultruded Rail System

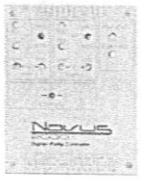
Novus Series – A New Generation of Custom Controls

Custom built to your specifications and individually tested, the Hydromatic Novus Series is available in five different models: 1000, 1000 Plus, 2000, 3000 and 4000. The series starts with the dependable yet inexpensive Hydromatic Novus 1000 Series which features basic relay logic controls in a quality NEMA 3R painted steel enclosure. The next model is the Hydromatic Novus 1000 Plus Series offering additional features in a NEMA 4X enclosure for Hydromatic 2 hp grinder packages.



The Hydromatic Novus 2000, 3000 and 4000 Series offer more advanced features. These series use state-of-the-art digital controllers that are optimized for submersible pumps in simplex, duplex or triplex wastewater lift stations.

Novus 2000 Simplex Controller Unit



Novus 2000 Duplex Controller Unit

PENTAIR

740 EAST 9TH STREET,
ASHLAND, OHIO 44805
WWW.HYDROMATIC.COM

269 TRILLIUM DRIVE, KITCHENER,
ONTARIO, CANADA N2G 4W5
WWW.HYDROMATIC.COM

Because we are continuously improving our products and services, Pentair reserves the right to change specifications without prior notice.
E-02-6470 4/23/14 © 2014 Pentair Ltd. All Rights Reserved.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: June 13, 2022
Subject: Request for Approval to Purchase a Peterbilt Model 337 Heavy-Duty Mechanic Truck, with Necessary Extras and Extended Warranty, from Rush Truck Centers of New Mexico, Inc. of Albuquerque, NM, under Texas Local Government Purchasing Cooperative - BuyBoard Contract No. 601-19 in the Amount of $291,797

SUMMARY

The Agency is requesting Board approval to purchase a Peterbilt Model 337 heavy-duty mechanic truck, with necessary extras and extended warranty, from Rush Truck Centers of New Mexico under Texas Local Government Purchasing Cooperative - BuyBoard Contract No. 601-19 for $291,797.

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

Table 1 breaks down the Rush Truck Centers quote. Attachment 2 lists the discounted base price and body options. Attachment 4 illustrates the truck features and necessary extras.

Table 1. Rush Truck Center of New Mexico Quote

Description	Cost
Peterbilt Model 337 Base Price	$67,772.00
Published Options	$106,174.00
Subtotal	**$173,946.00**
Non-Published Options (Mechanic Body)	$117,950.00
Contract Price Adjustment	($99.00)
Total Purchase Price	**$291,797.00**

Peterbilt offers a 6-month warranty for the cab and chassis and a two-year, 250,000 miles powertrain warranty. A separate two-year warranty backs the mechanic body and Tiger hydraulic crane.

The estimated delivery is July-September 2023.

BACKGROUND

The Agency utilizes a variety of mechanic/work trucks for field servicing the trucks, trailers, and heavy equipment at Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT). The Agency has one mechanic truck outfitted with a crane for light/medium-duty use only. Purchasing the Peterbilt heavy-duty mechanic truck will allow the mechanics to perform heavy-duty work without contracting Wagner Equipment Company, Power Equipment Company or Komatsu Southwest.

ACTION REQUESTED

The Agency requests approval to purchase a Peterbilt Model 337 heavy-duty mechanic truck, with necessary extras and extended warranty, from Rush Truck Centers of New Mexico under Texas Local Government Purchasing Cooperative - BuyBoard Contract No. 601-19 for $291,797.

The Agency also requests approval of a budget increase from 811.100700 (Equipment Replacement Reserve Fund Cash) to 8100852.571000 (Capital Outlay – Vehicles Greater Than 1.5 Ton) in the amount of $291,797.

Attachments:

1) Budget Adjustment Request
2) Rush Truck Centers of New Mexico Quote (BuyBoard)
3) BuyBoard Contract No. 601-19 - Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
4) Peterbilt 337 Heavy-Duty Truck and Associated Brochures

M:/Memo/Memo061322.2

ATTACHMENT 1

Budget Adjustment Request

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
SFSWMA	6/9/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Capital Outlay - Vehicles Greater then 1.5 Tons	8100852	571000		291,797	
Transfer Out to Fund 810	8110855	755810		291,797	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Transfer In from Fund 811	8100851	655811		(291,797)	
				$ 291,797	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget to purchase a Peterbilt Model 337 Heavy-Duty Mechanic Truck with necessary extras and extended warranty from Rush Truck Centers

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

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
811	(291,797)
TOTAL:	**(291,797)**

Emily Pisula — 6/9/2022
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

JPB
Approval Date

Agenda Item #:

Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

ATTACHMENT 2

Rush Truck Centers of New Mexico Quote
(BuyBoard)

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE--BUYBOARD

Vendor			*6/09/2022*
Contact for Vendor:	*Carlos Arreola*	Phone	(505) 839-3613
End User:	*Santa Fe Solid Waste Management Agency*		
End User Contact:	***Randall Kippenbrock***	Phone/Fax	*(505) 424-1850*
Product Description:	***Peterbilt 337 Mechanics Truck***		

A: Base Price in Bid/Proposal Number:	601-19	Series:	**337** $ 67,772.00

B: Published Options(*Itemize Below*)

	DESCRIPTION	AMOUNT
Peterbilt	Frame & Equipment	$ 2,453.00
Peterbilt	Front/Rear Axles & Equipment	$ 19,991.00
Peterbilt	Engine/Transmission & Equipment	$ 23,444.00
Peterbilt	Air & Trailer/Tires & Wheels	$ 2,431.00
Peterbilt	Fuel Tanks/Battery Box & Bumper	$ 1,576.00
Peterbilt	Cab & Equipment	$ 3,731.00
Subtotal Column 1:	$ 53,626.00	

OPT #	DESCRIPTION	AMOUNT
RTC-0049	OEM+ Safety Analysis	$ 1,275.00
RTC-0122	Body Prep	$ 3,934.00
RTC-0093	PTO & Hydraulics	$ 5,290.00
RTC-0017	Mechanic Body	$ 38,022.00
RTC-1026	Lot Insurance/Floorplan Interest	$ 4,027.00
Subtotal Column 2:	$ 52,548.00	

Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)	$ 106,174.00
C: Subtotal of A + B	$ 173,946.00

D: Non Published Options

Mechanic's Truck Body with Options	$ 117,950.00				
Subtotal Column 1:	$ $117,950.00		Subtotal Column 2:	$ -	

Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)	$117,950.00

E: Contract Price Adjustment		
Paccar Freight and Materials Surcharge	Adjustment	$ (99.00)
F: Total of C + D +/- E		$ 291,797.00
G: Quantity ordered Units:	1.00 x	$ 291,797.00
H: BUYBOARD Administrative Fee		

I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)

		x				

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	$ 291,797.00

*Price includes Cab Stripe to match SFSWMA units.

MCT, Inc.
7451 Pan American Freeway NE
Albuquerque, NM 87109

Phone (505) 345-8651
Fax (505) 345-2597
E-Mail mctindustries@mct-ind.com

Sales Quote
20180
Quoted 6/01/2022

Bill To	Ship To
RUSH TRUCK CENTER OF NM INC 6521 HANOVER RD NW ALBUQUERQUE, NM 87121	END, USER: SANTA FE SOLID WASTE AUTHORITY

Contact
CARLOS ARREOLA

Purchase Order	Shi, pVia	FOB	Reference	Entered By	Sales rep	Terms
						Net 30

Product	Descript ion	Ordered	Price	Amount
MECHANICS BODY		1.00	117,950.00	$117,950.00
	BUDGET PRICING			

Sub-total	$117,950.00
Tot a	$117,950.00

Quote Good for 30 Days

INTERSTATE
Truck Bodies, Inc.

Sales Sheet Rev: 4/25/21

Sold By: Interstate Truck Bodies
3215 W. Lincoln St
Phoenix, AZ 85009
Ph (602) 269-2121
Fx (602) 269-5021
www.interstatetruckbodies.com

Dist #: 1
Quoted By: Mike Maddux
Quote Date: 6/01/2 02 2
Est Lead Time: Feb/Mar
Body #:

Quotation is valid for 14 days beyond the quote date above.

SERVICE EQUIPMENT QUOTE PREPARED FOR:
NAME: MCT
CONTACT Fermin Maes
ADDRESS:
CITY, STATE, ZIP
BUSINESS PHONE
MOBILE PHONE
FAX
EMAIL

Qty		Description	Loc	Price	Installation
Eagle Pro II Sales Form					
Body Type					
1 ea	STI595023	2460 - 11 ft Work Ready, 84 CA, Eagle Pro II 90k ft-lb Crane Body with 22" Workbench, 24" Deep x 60" Tall Cabinets, Full Hyd Extend and Up/Down Outriggers. Front CS Cabinet configured for O/A. Pressurized Cabinets. Will mount on 25k+ GVW chassis with 22.5 tires. Includes 2 year warranty.			
ea					
Built Per Dwg #'s:					
Finish					
ea	PNTFDKIT-WR	PPG Delfleet Polyurethane			
1 ea	White	**Code:** PNTFDG938976			
1 ea	Std Decals	Standard Body Decal Package			
1 ea		Interior Color Same as Exterior			
ea					
ea					
Bedliner / Safety Walk					
1 ea	STI593975-8	Black Speedliner Installed on Surfaces per Drawings			
1 ea		Bedline Tailgate - Top and Inside Face			
ea					
Shelving		All shelves are infinitely adjustable vertically.			

1 ea	STI593572	2452/2460 x 84 CA x 7 Shelf Set with Brkts & Hrdwr - 250 lb Capacity			
1 ea	STI704524	Rollout Drawer, 7 x 48W x 18D - 3,3,3,5,5,5,7 Height = 35.4"	SS1		
1 ea	STI702478	Bolt Bin, 15 x 5W x 3H with 6.75x4 Drawers x 17.25D Height = 16"	SS WW		
2 ea	STI595264	Rollout Installation Kit			
Cabinet Accessories					
1 ea	STI590786	J Hook - Bolts to Cabinet Wall			
Lighting & Electrical					
1 ea	STI594327	Interior LED Side Strip light kit for 84 CA. Can be added to or ILO top of cabinet strip option. Qty 1 for Complete body.			
4 ea	STI704343	12V 3" Grote Trilliant LED Work Light 1790 Lumens - Exterior Mounted, controlled in cab			
1 ea		Wire work lights so that the Left, Right, and Rear are independently switched ILO standard Left/Right- Uses 3 switches on the switch panel.			
Steps					
2 ea	STI593511	Rubber Galvanized Bolt On Step - 12" wide			
Tailgate					
1 ea	STI595374	12" Folding Tailgate with Polished Latch - 2452/60 Painted with body.			
Hitch & Trailer Plug					
1 ea	STI595157	Trailer Socket - 7 Pin Metal Socket			
Compressors					
1 ea	STI594448-3	VMAC Predatair 60, Hydraulic Driven Screw Compressor with 40-60 cfm @ 150 PSI. Includes cold weather package. Requires 14-21 GPM. Requires 15 gal air receiver and 50 gal reservoir.	SS Ext		
Air/Water Reels					
1 ea	STI591403	Rear Access Box, 1/2 x 50' Air Reel & FLR			
CRANE					
1 ea	STI692237	Model 1061 TIGER Hydraulic crane. 11,000 lbs capacity, 21' of hyd reach, 48 FPM no load single line winch speed, Auto II speed, Wireless joystick control with proportional trigger and LCD load display, Integrated filtration with visual bypass alert, 400 degree rotation, Anti-two-block, overload protection, notification horn and 33 ft tether cord. Cranes mounted on chassis will include a stability test report. Painted standard white. 2 year warranty.			
Crane Exterior Color		White	**Code:**	Std	
Crane Decals		Std			
1 ea	STI594338	23" Hex Boom Crane Saddle - Spring Loaded with Indicator			
1 ea	STI593978	Hyd Installation Kit for 2460 bodies with hydraulic outriggers and cranes			

-1 ea	STI680267	Crane Skid			
1 ea	STI692044	Crane Jib Light - 2 LED spot lights mounted on the end of the crane jib. Controlled by in cab dash switch panel unless slave panel in crane tower is also selected. For 3216E and larger cranes.			
1 ea	STI593825	Remote Stowed Warning Switch - Saddle for wireless remote that activates a flashing switch panel on the dash if remote is not in the saddle when parking brake is released and key is on. For hydraulic system bodies only.			
Reservoir					
1 ea	STI591770	50 Gal Head Gate Reservoir - Includes 10 micron return filter, drain valve and level guage with thermometer. Reservoir is filled with Petro Canada Hydrex AW 46.			
Power Accessories					
Gas Driven Welders					
1 ea	STI703920	Miller Bobcat 260 - Kubota Diesel 250 Amps/9.5 KW with GFCI outlets 907-790 (Net Price Only)			
Welder Accessories					
1 ea	STI593327	1 Ga Quick Connect Stick Weld Kit - 100' cable, ground & holder. 250 Amp Cont, 300 Amp Intermittent. Includes Tweco connectors for quick welder to lead connection. Use on exterior mounted welders. (Net)			
Installation					
1 ea	STI594195	On Cabinet Installation Kit - Miller 250D & 325D			

Body Installation & Chassis Information/Modifications

* ICC safety kits are included with all mounted chassis

Brand/Eng	[illegible]	Model	337	Year	2022	Drive	[illegible]	
Style	[illegible]	GVW	25999	Curb Weight	12000	Trans	[illegible]	
Susp	[illegible]	Exhaust	[illegible]	Brakes	[illegible]	C/A	87	IN
Color	PNTFDG938976			Supplier	Customer	GVW Reduction		

1 ea	STI591640	Install Body on 25.5k GVW Air Suspension Any Brand Cab Chassis except Ford with Vertical Exhaust - with/without Hydraulics. Select 2nd Levelling Kit from next line if necessary.		
1 ea	STI705232 & PTO378970	Chelsea Hot Shift PTO Allison 1000-2500 Automatic		
1 ea	STI705233	Tandem Stage Pump for 10k+ Crane and ANA or 60+ cfm Compressor		
1 ea	STI594834	Hydraulic Package for Crane and >60 cfm compressor		
1 ea	STI595358	19 Gal UnderBody for Recip/Large Screw/Enpak Comp (Inbetween Rails)		
ea				

1	ea	STI595140	2452 - 2460 Mounting Kit		
	ea	NA	Suspension Upgrade Not Required for Crane Selected		
	ea	NA			
	ea	NA	Spacer Upgrade Not Required		
	ea	NA	Spacer Upgrade Not Required		
1	ea	STI595009 STI595291	Body to Chassis Harness for Peterbilt with Paccar Engine and 2000 Series Auto Transmission		
1	ea	STI594517	8 Button In Cab Switch Control Panel		
1	ea	Included	Engine Start & Rem Comp Control - Automatic Transmission		
	ea	Misc Options			
	ea	Misc Options			
	ea	Shipping Skids			
	ea	Chassis Mods			

Non Standard Options & Notes

			Price	Installation
ea				
ea		Bedliner Deck, Sides, Tops, Tailgate, WB, Bumper		
ea				
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Est Net Payload (lbs)
3,204

ATTACHMENT 3

BuyBoard Contract No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

BuyBoard®

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

May 12, 2022

Sent via email to: munisales@rushenterprises.com

Drew Neubauer
Rush Truck Centers of Texas, LP
555 IH 35 South, Suite 500
New Braunfels TX 78130

Re: Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract No. 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Contract No. 601-19, Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor, for which the current term is set to expire November 30, 2022. We are writing to inform you that, in accordance with the General Terms and Conditions of the Contract, BuyBoard intends to consider extensions to this contract on a month-to-month basis after the expiration of the current term until a successor contract is awarded.

This letter is not an extension of your contract. Final decisions regarding specific extensions will not be made until closer to contract expiration, and you will be informed at that time of any renewal decision regarding your company's contract. However, as we recognize that vendors may be anticipating release of a new BuyBoard proposal invitation for vehicles, heavy-duty trucks, police motorcycles, parts, and service labor soon, we wanted to reach out now to inform you that issuance of a new proposal invitation will be delayed. In the meantime, all discounts, terms, and conditions of your current contract, including minimum sales requirements for consideration for renewal, remain the same.

If you have questions, please contact me at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W. Burkett

Connie W Burkett, *CTSBO*
TASB Department Director,
Cooperative Operations

BuyBoard®

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

November 1, 2021

Sent via email to: munisales@rushenterprises.com

Drew Neubauer
Rush Truck Centers of Texas, LP
555 IH 35 South, Suite 500
New Braunfels, TX 78130

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor, Contract 601-19, for which the current term is set to expire November 30, 2021. At this time, the BuyBoard is renewing your contract through November 30, 2022. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

final renewal v.02.13.2020

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2019

Sent Via Email: neubauerd@rushenterprises.com

Drew Neubauer
Rush Truck Centers of Texas, LP
555 IH 35 South, Suite 500
New Braunfels, TX 78130

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*
Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 601-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide 2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply**. Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

November 6, 2019

Sent Via Email: neubauerd@rushenterprises.com

Drew Neubauer
Rush Truck Centers of Texas, LP
555 IH 35 South, Suite 500
New Braunfels, TX 78130

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*
Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919**.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

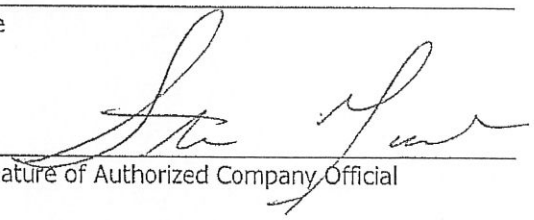
Proposal Due Date/Opening Date and Time:
August 1, 2019 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 601-19

Anticipated Cooperative Board Meeting Date:
October 2019

Contract Time Period: December 1, 2019 through November 30, 2020 with two (2) possible one-year renewals.

Rush Truck Centers of Texas, LP	8/29/2019
Name of Proposing Company	Date
555 IH 35 South, suite 500	
Street Address	Signature of Authorized Company Official
New Braunfels, TX 78130	Steve Taylor
City, State, Zip	Printed Name of Authorized Company Official
830-302-5254	Vice President
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
830-302-5295	74-2786264
Fax Number of Authorized Company Official	Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

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VENDOR CONTACT INFORMATION

Name of Company: Rush Truck Centers of Texas, LP

Vendor Proposal/Contract Contact Name: Drew Neubauer

Vendor Proposal/Contract Contact E-mail Address: neubauerd@rushenterprises.com

Vendor Contact Mailing Address for Proposal/Contract Notices: 555 IH 35 South, Suite 500
New Braunfels, TX 78130

Company Website: www.rushtruckcenters.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

☒ I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: neubauerd@rushenterprises.com

Purchase Order Contact: Drew Neubauer Phone: 830-302-5254

Alternate Purchase Order E-mail Address: krusec@rushenterprises.com

Alternate Purchase Order Contact: Colton Kruse Phone: 830-302-5219

☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: neubauerd@rushenterprises.com

RFQ Contact: Drew Neubauer Phone: 830-302-5254

Alternate RFQ E-mail Address: krusec@rushenterprises.com

Alternate RFQ Contact: Colton Kruse Phone: 830-302-5219

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: 555 IH 35 South, Suite 500 **Department:** MD

City: New Braunfels **State:** TX **Zip Code:** 78130

Contact Name: Chris Garrison **Phone:** 830-302-5278

Invoice Fax: NA **Invoice E-mail Address:** garrisonc@rushenterprises.com

Alternative Invoice E-mail Address: neubauerd@rushenterprises.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

*** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.*

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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP
Company Name

Signature of Authorized Company Official

Steve Taylor
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP
Company Name

Signature of Authorized Company Official

Steve Taylor
Printed Name

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 *(Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP
Company Name

Signature of Authorized Company Official

Steve Taylor
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP
Company Name

Signature of Authorized Company Official

Steve Taylor
Printed Name

Note: If REP does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP
Company Name

Signature of Authorized Company Official

Steve Taylor
Printed Name

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

_____

Name of Certifying Agency:

_____

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP
Company Name

Steve Taylor
Printed Name

Signature of Authorized Company Official

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Rush Truck Centers of Texas, LP
Company Name

Signature of Authorized Company Official

Steve Taylor
Printed Name

8/29/2019
Date

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 10 in stock/60 Orders ARO

4. Vendor Reference/Quote Number: Rush Truck Centers of Texas, LP

5. State your return policy: Parts - 14 days, Truck Sales - no stated return policy

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Rush Truck Centers of Texas, LP
Company Name

Signature of Authorized Company Official

Steve Taylor
Printed Name

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Rush Truck Centers of Texas, LP
Company Name

555 IH 35 South, Suite 500
Address

New Braunfels | TX | 78130
City | State | Zip

830-302-5254 | 830-302-5295
Phone Number | Fax Number

Drew Neubauer
Contact Person

Please see attached
Company Name

Address

City | State | Zip

Phone Number | Fax Number

Contact Person

NEW MEXICO

RTC FEIN: 74-2927284

Rush Truck Center, Albuquerque
DUNS #08-440-2952
6521 Hanover Road NW
Albuquerque, NM 87121 (Bernalillo County)
(505) 839-3600
(505) 839-3697 Fax

Rush Truck Center, Las Cruces
DUNS #19-951-5722
2802 West Amador Avenue
Las Cruces, NM 88005 (Dona Ana County)
(575) 528-5400
(575) 528-5429 Fax

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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Rush Truck Centers of Texas, LP
Company Name

Signature of Authorized Company Official

Steve Taylor
Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

Rush Truck Centers will provide Isuzu, Ford, Hino, Peterbilt in ALL states

Rush Truck Centers will provide International in all states except Texas

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Rush Truck Centers of Texas, LP
Name of Vendor

Signature of Authorized Company Official

601-19
Proposal Invitation Number

Steve Taylor
Printed Name of Authorized Company Official

8/29/2019
Date

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 100,000,000.00 . (The period of the 12 month period is January 1, 2018 / December 31, 2018). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N	N	
2. T-PASS (State of Texas)	N	N	
3. U.S. Communities Purchasing Alliance	N	N	
4. National IPA/TCPN	N	N	
5. Houston-Galveston Area Council (HGAC)	Y	Y	HD/MD Truck/Part Sales
6. National Joint Powers Alliance (NJPA)	Y	Y	HD/MD Truck/Part Sales
7. E&I Cooperative	N	N	
8. The Interlocal Purchasing System (TIPS)	N	N	
9. Other	Y	Y	HD/MD Truck/Part Sales

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 10 **Proposed Discount (%):** 10

Explanation: Standard discount is 10% but we have the most aggressive pricing strategy with all the OEM's that we offer under the Buyboard contract - all over 30% for truck pricing

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP
Company Name

Signature of Authorized Company Official

Steve Taylor
Printed Name

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of San Antonio	LD Mcgarity	210-207-2078	ld.mcqarity@sanantonio.gov	8%	$1.8 million
2.	City of Austin	Richard McHale	512-974-4301	richard.mchale@austintexas.gov	8%	$1.5 million
3.	City of Dallas	Tim Oliver	214-671-8222	timothy.oliver@dallascityhall.com	8%	$2.8 million
4.	City of El Paso	Jose Carrillo	915-212-8019	carrillojx@elpasotexas.gov	8%	$1.1 million
5.	City of Las Cruces	Allen Navarro	575-541-2596	navarroa@las-cruces.org	8%	$1.5 million

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP
Company Name

Signature of Authorized Company Official

Steve Taylor
Printed Name

MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Rush Truck Center is more than a dealer network, we will be your members premier transportation solutions provider. We have a very diverse marketing team and will implement a very aggressive marketing strategy utilizing strategic intent. This will consist of interactive advertising, email campaigns, conferences, as well as face to face visits by all or our stores to your members coast to coast. With over 120 locations, no one can match our networks reach and scale. We will offer your members an integrated, one-stop approach to the service and sales of all of our products. Since 1965 we have earned our reputation for excellence, fairness, positive attitude and solutions that exceed our customers expectations. That's why we can say with confidence; when it comes to transportation solutions - no other vendor can offer your members more value!!

Rush Truck Centers of Texas, LP
Company Name

Signature of Authorized Company Official

Steve Taylor
Printed Name

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

- [■] **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.
- [ ] **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Rush Truck Centers of Texas, LP
Company Name

Signature of Authorized Company Official

Steve Taylor
Printed Name

8/29/2019
Date

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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Rush Truck Centers of Texas, LP

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor	____	
Corporation	____	
Limited Liability Company	____	
Partnership	____	
Other	X	If other, identify Limited Partnership

State of Incorporation (if applicable): RTC Texas is a Texas Limited Partnership

Federal Employer Identification Number: 74-2786264

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Rush Truck Centers of Texas, LP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 34630

Requester's name and address (optional)

6 City, state, and ZIP code
San Antonio, TX 78265-4630

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			-		-				

or

Employer identification number
7	4	-	2	7	8	6	2	6	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 11/21/18

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

7. Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:
Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

12. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	ST
2. Termination for Cause or Convenience	Yes	ST
3. Equal Employment Opportunity	Yes	ST
4. Davis-Bacon Act	Yes	ST
5. Contract Work Hours and Safety Standards Act	Yes	ST
6. Right to Inventions Made Under a Contract or Agreement	Yes	ST
7. Clean Air Act and Federal Water Pollution Control Act	Yes	ST
8. Debarment and Suspension	Yes	ST
9. Byrd Anti-Lobbying Amendment	Yes	ST
10. Procurement of Recovered Materials	Yes	ST
11. Profit as a Separate Element of Price	Yes	ST
12. General Compliance and Cooperation with Cooperative Members	Yes	ST

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Rush Truck Centers of Texas, LP
Company Name

Signature of Authorized Company Official

Steve Taylor
Printed Name

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Rush Truck Center of Texas, LP - 20 years; Rush Enterprises, Inc (parent company) 54 years.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Drew Neubauer and Colton Kruse will be managing the contract and have over 20 years of experience between us with contract management. We have a full marketing, accounting and over 100 locations with professional sales staff. Your members and Buyboard staff will have complete access to both of us and our team.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

See Attached

4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

NO

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

See Attached

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

See Attached

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP

Company Name

Signature of Authorized Company Official

Rush Truck Centers of Texas, LP

Proposal Invitation Questionnaire – Selected Responses

Question 3

Rush Truck Centers of Texas, L.P. is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc.

Rush Enterprises, formed in 1965, is a public company traded on NASDAQ under the symbols RUSHA and RUSHB. Rush Enterprises owns and operates the largest network of heavy- and medium-duty truck dealerships in the United States. Rush Enterprises operates its dealer network through state-based legal entities. A separate legal entity has been established for each state in which Rush operates, each of which is a wholly-owned subsidiary of Rush Enterprises. Rush sells and services leading truck and bus manufacturers through its dealer network including Blue Bird, International, IC Bus, Peterbilt, Ford, Hino and Isuzu at over 100 locations in 22 states.

Rush Enterprises enjoys a reputation of providing quality commercial vehicles and professional automotive service through professionally staffed and managed operations. The professionals at Rush dealerships are trained by manufacturers and expert automotive consultants in all aspects of financing motor vehicle sales and providing valuable risk management services.

As of March 31, 2019, Rush Enterprises had cash and cash equivalents on its balance sheet of over $126 million dollars, and, as of August 9, 2019, Rush Enterprises' market cap was over $1 billion dollars. Additional financial information for Rush Enterprises can be found here: http://investor.rushenterprises.com/results.cfm.

Rush has standard liability and property insurance coverage with an umbrella policy providing Rush commercial liability coverage in excess of $10 million dollars. Rush is bonded, with a bonding capacity in excess of $30 million. Rush has never been a party to a bankruptcy, receivership or insolvency proceeding.

Question 4

No

Questions 5 and 6

Over the past 10 years Rush Enterprises, Inc., and its subsidiaries, including Rush Truck Centers of Texas, LP, have sold billions of dollars of commercial vehicles, commercial vehicle parts and commercials vehicle services to thousands of customers and has employed thousands workers. As would be expected with a business of this size, over this period of time, Rush has been involved in civil litigation and other business disputes arising in the ordinary course of its business. However, none of these matters had, or is expected to have, a material effect on Rush's financial condition or ongoing operations.

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- [x] Completed: **Proposer's Agreement and Signature**
- [x] Completed: **Vendor Contact Information**
- [x] Completed: **Felony Conviction Disclosure and Debarment Certification**
- [x] Completed: **Resident/Nonresident Certification**
- [x] Completed: **No Israel Boycott Certification**
- [x] Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- [x] Completed: **Historically Underutilized Business (HUB) Certification)**
- [x] Completed: **Construction Related Goods and Services Affirmation**
- [x] Completed: **Deviation/Compliance**
- [x] Completed: **Location/Authorized Seller Listings**
- [x] Completed: **Manufacturer Dealer Designation**
- [x] Completed: **Texas Regional Service Designation**
- [x] Completed: **State Service Designation**
- [x] Completed: **National Purchasing Cooperative Vendor Award Agreement**
- [x] Completed: **Federal and State/Purchasing Cooperative Experience**
- [x] Completed: **Governmental References**
- [x] Completed: **Marketing Strategy**
- [x] Completed: **Confidential/Proprietary Information**
- [x] Completed: **Vendor Business Name with IRS Form W-9**
- [x] Completed: **EDGAR Vendor Certification**
- [x] Completed: **Proposal Invitation Questionnaire**
- [x] Completed: **Required Forms Checklist**
- [x] Completed: **Proposal Specification Form with Catalogs/Pricelist, Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Vehicle Options List**
  **Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

BuyBoard Cooperative Purchasing

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposers responding to this Proposal Invitation must submit their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Peterbilt Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
326	Peterbilt	Peterbilt Model 220	**Peterbilt Model 220** - Cab over engine, Paccar PX7 engine, 220 HP, Allison 2500 HS transmission, 26,00 GVWR, front gross axle weight 12,000 lbs, rear gross axle weight 17,000-21,000 lbs, complete with all manufacturer's standard equipment.	$ 79,702	Peterbilt 220	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
327	Peterbilt	Peterbilt Model 520	**Peterbilt Model 520** - Cab over engine, Paccar PX9 350 HP, 3000 RDS transmission, 57.6" BBC, 33,000 GVWR, front gross axle weight 1200-22000 lbs, rear gross axle weight 23000-46--- lbs, complete with all manufacturer's standard equipment.	$ 96,440	Peterbilt 520	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
328	Peterbilt	Peterbilt Model 325	**Peterbilt Model 325** - Conventional cab engine, PACCAR PX7, 200 HP, Eaton 6-speed transmission 108" BBC, front gross axle weight 8,000-12,000lbs, rear gross axle weight 21,000 lbs, 19,500 GVWR complete with all manufacturer's standard equipment.	$ 63,157	Peterbilt 325	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

BuyBoard® Cooperative Purchasing

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
329	Peterbilt	Peterbilt Model 330	**Peterbilt Model 330** - Conventional cab, PACCAR PX7, 200 HP, Eaton 6-speed transmission, front gross axle weight 8,000-10,000lbs, rear gross axle weight 19,000-21,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment	$ 63,157	Peterbilt 330	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
330	Peterbilt	Peterbilt Model 337	**Peterbilt Model 337** - Conventional cab, PACCAR PX7, 240HP, Eaton 6-speed transmission, front gross axle weight 10,000-12,000lbs, rear gross axle weight 21,000-23,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment.	$ 63,075	Peterbilt 337	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
331	Peterbilt	Peterbilt Model 348	**Peterbilt Model 348** - Conventional cab, PACCAR PX9, 260 HP, Eaton 6-Speed tranmission, front gross axle weight 10,000-20,000lbs, rear gross axle weight 21,000-46,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment.	$ 67,772	Peterbilt 348	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
332	Peterbilt	Peterbilt Model 365	**Peterbilt Model 365** - Conventional cab, Paccar MX13, 455 HP ,Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment.	$ 90,219	Peterbilt 365	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

BuyBoard® Cooperative Purchasing

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
333	Peterbilt	Peterbilt Model 367	**Peterbilt Model 367** - Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.	$ 91,089	Peterbilt 367	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
334	Peterbilt	Peterbilt Model 389	**Peterbilt Model 389** - Conventional cab, Paccar MX-13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000 lbs, rear gross axle weight 38,000 lbs, 50,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.	$ 89,348	Peterbilt 389	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
335	Peterbilt	Peterbilt Model 567	**Peterbilt Model 567 -** Conventional Areo cab vocational unit, Paccar MX13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000-22,000 lbs, rear gross axle weight 21,000-70,000 lbs, 33,000 and up GVWR, 115" BBC, complete with all manufacturer's standard equipment.	$ 87,216	Peterbilt 567	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
336	Peterbilt	Peterbilt Model 579	**Peterbilt Model 579 -** Aero cab, Paccar MX-13 engine, 455 HP, Paccar 12-Speed Auto transmission, front gross axle weight 12,000-20,000 lbs, rear gross axle weight 38,000-46,000 lbs, 50,000 GVWR, 117" BBC, complete with all manufacturer's standard equipment.	$ 89,262	Peterbilt 579	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

BuyBoard Cooperative Purchasing

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section II: Peterbilt Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
337	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	0 %	Peterbilt	
338	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	0 %	Rush Truck Center	
339	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.	0 %	Peterbilt	
340	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	0 %	Rush Truck Center	
341	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.	0 %	Peterbilt	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

BuyBoard Cooperative Purchasing

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section III: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
342	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service -** State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ 125 /Hour	Rush Truck Center	Not to include Mobile Service Tech
343	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair -** State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ 125 /Hour	Rush Truck Center	Not to include Mobile Service Tech
344	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles -** State the **Not to Exceed** per mile delivery fee for Vehicles.	$ 1.95 /Mile	Rush Truck Center	

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Peterbilt Motors Company
1700 Woodbrook St
Denton, TX 76205

8/29/2019

To Whom it may concern
Buyboard Cooperative Purchasing
12007 Research Blvd.
Austin, TX 78759

To Whom it may concern:

Pursuant to Proposal Invitation No. 601-19 Vehicles, Heavy Duty Trucks, Parts and Service Labor – Rush Truck Centers of Texas LP and the attached Rush Truck Centers have the approval from Peterbilt Motors Company to sell, service, and represent our brand in the following states and regions. (See attached)

Rush Truck Centers is a dealer network in good standing with Peterbilt Motor Company, please contact us if you need further authorization or information.

Sincerely,

Peterbilt Motors Company

Jim Vincent

Jim.vincent@paccar.com

940-591-4189

Peterbilt

Alabama
Mobile 800-239-4608

Arizona
Flagstaff (Parts/Service) 800-826-8153
Phoenix 800-873-8372
Tucson 800-882-5870
Yuma 866-710-4298

California
Fontana 800-359-1639
Fontana Medium-Duty 800-905-7383
Long Beach (Parts) 424-378-7050
Los Angeles 800-776-3647
San Diego 866-710-4297
Sylmar 800-300-8789
Whittier (Parts/Service) 877-605-7623

Colorado
Colorado Springs 833-849-3005
Denver 888-895-7383
Greeley 888-905-7383
Pueblo 866-543-7830

Florida
Haines City 800-521-7383
Jacksonville 888-783-6170
Jacksonville East 888-441-7309
Lake City 800-356-0931
Orlando 800-775-7383
Orlando South 407-403-5300
Tampa 800-575-7383

Kentucky
Bowling Green 844-264-8165

Nevada
Las Vegas 800-831-2594

New Mexico
Albuquerque 800-357-6643
Farmington 844-565-8300
Las Cruces 575-528-5400

Oklahoma
Ardmore 877-202-7571
Oklahoma City 800-375-6529
Tulsa 800-220-0982

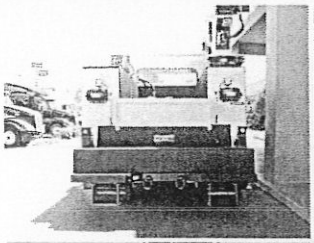
Tennessee
Nashville 800-489-7403

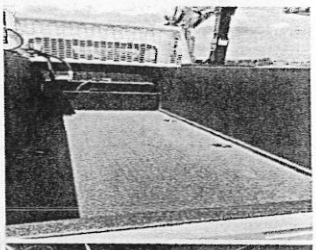
Texas
Abilene 800-542-7750
Amarillo 800-692-4719
Austin 888-243-6241
Beaumont 833-556-8486
Brownsville 800-607-7383
College Station 800-540-7383
Corpus Christi 855-234-1154
Cotulla (Parts/Service) 844-956-1470
Dalhart (Parts/Service) 866-987-3254
Dallas 800-256-7383
Dallas Medium-Duty 866-905-4466
El Paso 800-874-8785
Fort Worth 800-456-5229
Houston 800-580-7383
Houston Medium-Duty 844-766-8538
Houston Northwest 866-340-7383
Laredo 800-259-1738
Lubbock 888-987-2458
Lufkin 800-259-5738
Odessa 866-593-9426
Pharr 888-901-7383
San Antonio 800-299-7382
Sealy 888-869-6197
Texarkana 800-954-6717
Tyler 800-825-4799
Victoria 833-460-9578
Waco 800-274-1988

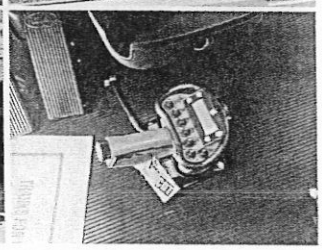
ATTACHMENT 4

Peterbilt 337 Heavy-Duty Truck and Associated Brochures

Peterbilt Model 337







CALL FOR PRICING

2022 Peterbilt 337
PACCAR PX-7
300HP / 660TQ
Allison 2500 RDS-P 6 Speed
Stock # 1298559

CONTACT INFO:

Carlos Arreola Arreola, Truck Sales
Call: 505-506-1268
Local: 505-839-3600
Fax: 505-839-3697

LOCATION:

Albuquerque
6521 Hanover Rd. NW
Albuquerque, NM 87121

HOURS:

Monday-Friday: 7:00 am - 6:00 pm
Saturday: 8:00 am - 2:00 pm

General
Unit Type New Medium Duty
Make Peterbilt
Model 337
Year 2022
Body Type Mechanics Body
Body Size 11.0
Body MFG Knapheide
GVWR 26000
Stock Number 1298559

Day Cab
Type Day Cab
BBC 108
Suspension Fixed
Interior Color Gray/Black

Exterior
Exterior Color WHITE

Engine
Engine MFG PACCAR
Engine Model PX-7
Horse Power 300hp
Torque 660 lb-ft
Engine Brake VGT Exhaust Brake
Air Cleaner MFG Donaldson

Chassis
Wheel Base 158 inches

Tires and Wheels
Front Wheel Aluminum
Front Tire MFG Bridgestone
Front Tire Ply 14 Ply
Front Tire Size 22.5 inches
Rear Wheel Alum/Steel
Rear Tire MFG Bridgestone
Rear Tire Ply 14 Ply
Rear Tire Size 22.5 inches

Axle
Front Axle MFG Dana Spc
Front Axle Model E1002IL
Front Axle Power Steering True
Front Axle Suspension TaperLeaf
Front Axle Suspension Weight 10,000 lbs
Front Axle Weight 10,000 lbs
Rear Axle MFG Dana Spc
Rear Axle Model P20060S
Rear Axle Ratio 5.57
Rear Axle Suspension 79KB
Rear Axle Weight 20,000 lbs

Transmission
Manufacturer Allison
Model 2500 RDS-P
Speed 6 Speed
Torque 660 lb-ft

Fuel Tanks
Tank #1 Type Aluminum
Tank #1 Capacity 50 gallons
Tank #1 Size 26 in.

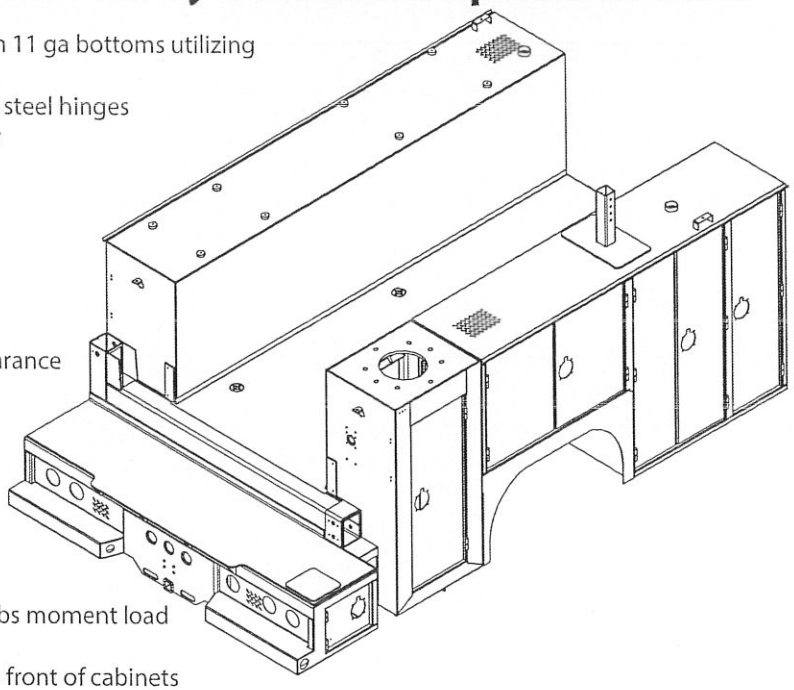
Frame
Color Black
Rails 10 5/8 Steel

2022 Peterbilt 337, PACCAR, PX-7, 300HP, Allison 6 Speed Transmission, Knapheide Mechanics Body, Knapheide 6132DLHH-66KJ 11' Crane body, Stellar 12621 with 12,000 capacity, 21' hydraulic reach, Boss I-35 35 CFM rotary screw hydraulic air compressor with Reelcraft 50'x1/2" hose reel. Cab is outfitted with thermal insulation pkg , keyless entry, tilt/tele steering, extended rear window, floor mounted cup holder, power windows & locks, concert class audio with bl 57 th phone, Sat., Cobra CB radio, (2) fog lights in bumper.

SERVICE TRUCKS INTERNATIONAL

Model 2460 11 Specs

EAGLE PRO II 2460 11ft Crane Body Standard Specifications



Body Materials

- 12 ga A60 galvaneal top and back cabinet panels with 11 ga bottoms utilizing continuous weld construction
- 11 ga A60 galvaneal single panel doors with stainless steel hinges
- 11 ga rigidized A60 galvaneal deck plate and bumper
- rigidized A60 galvaneal cabinet overlay
- 1/4" x 2" x 3" structural tube long sills run full length
- 10 ga 2x4 formed C channel cross rails on 12" centers
- 3/8" workbench top

Body Dimensions

- 99" Overall Body Width
- 24" Overall cabinet depth with 22.5" inside depth clearance
- 60" Overall cabinet height
- 60" vented Oxygen Acetylene cabinet
- 51" x 135" Deck Area
- 35" Deck Side Height
- 7" step Treadplate Bumper
- 25" Workbench with finished full through cabinet

Standard Features

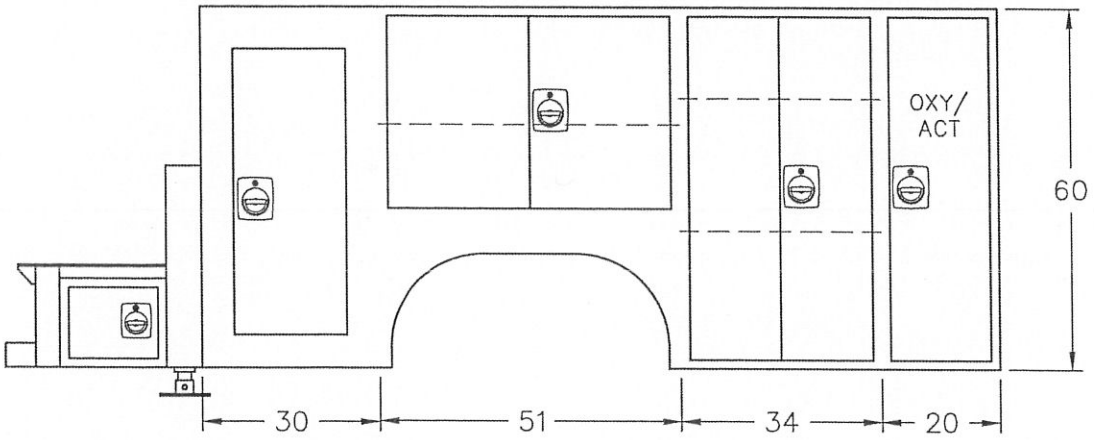
- Body, crane tower, and outriggers rated at 90,000 ft-lbs moment load
- 190 Cubic feet of storage capacity
- Stainless Steel wrap around chip guard full height on front of cabinets
- Full length rain gutter
- Galvanized infinitely adjustable shelving - 250 lb capacity
- 7 Shelf kit
- High Performance cabinet pressurization system with filtered air
- Oxy/Act cabinet is vented, and includes tank brackets for K bottles
- Fully sealed crane tower also functions as a storage cabinet
- 3 point locking door system features blind mounted door handles for security
- Polished stainless steel door handles feature compression latching.
- Outrigger hoses installed internally to eliminate exposure
- (4) Flush mounted cargo tie downs - 3500 lb capacity
- Stainless Steel grab handles
- Stainless Steel spring loaded door checks
- Vise mount on workbench
- Body mounted back-up alarm
- Automotive bulb, steelbacked weather stripping between doors and cabinets
- All wiring is protected in automotive loom
- Logic based electrical system with central fuse and breaker hub
- Body is fully sanded, chemically washed and prepped prior to paint
- 3 step Paint Process with PPG Delfleet Polyurethane topcoat - exterior and interior
- Body is fully undercoated
- LED Lights and reflectors are mounted per DOT specifications
- 2" Class IV receiver hitch rated @ 1,000 lbs tongue weight and 10,000 lbs Gross Trailer Weight
- 7 pole trailer plug
- Standard mounting points for air compressor and welder
- Mud Flaps

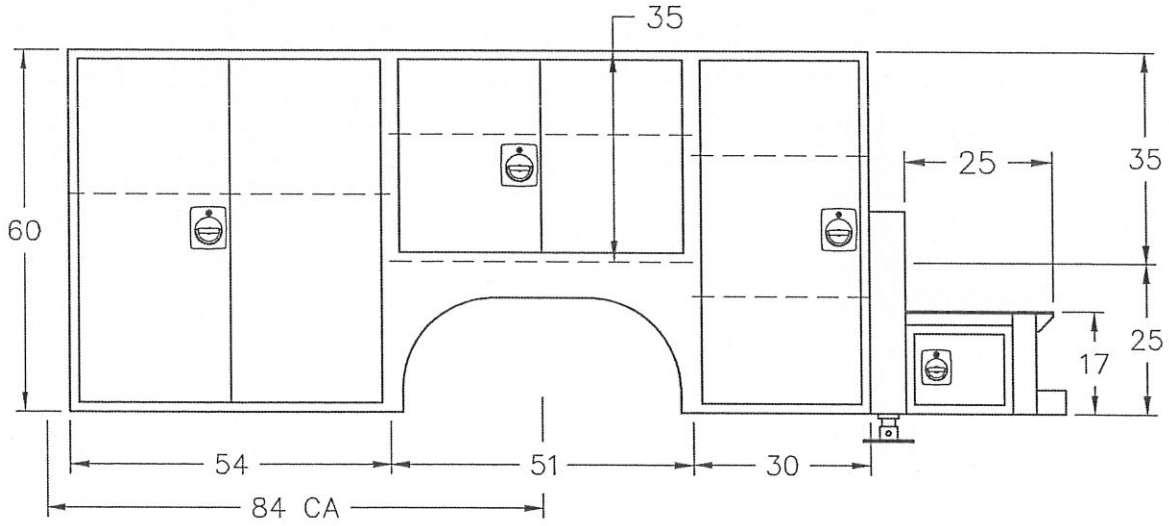
Options

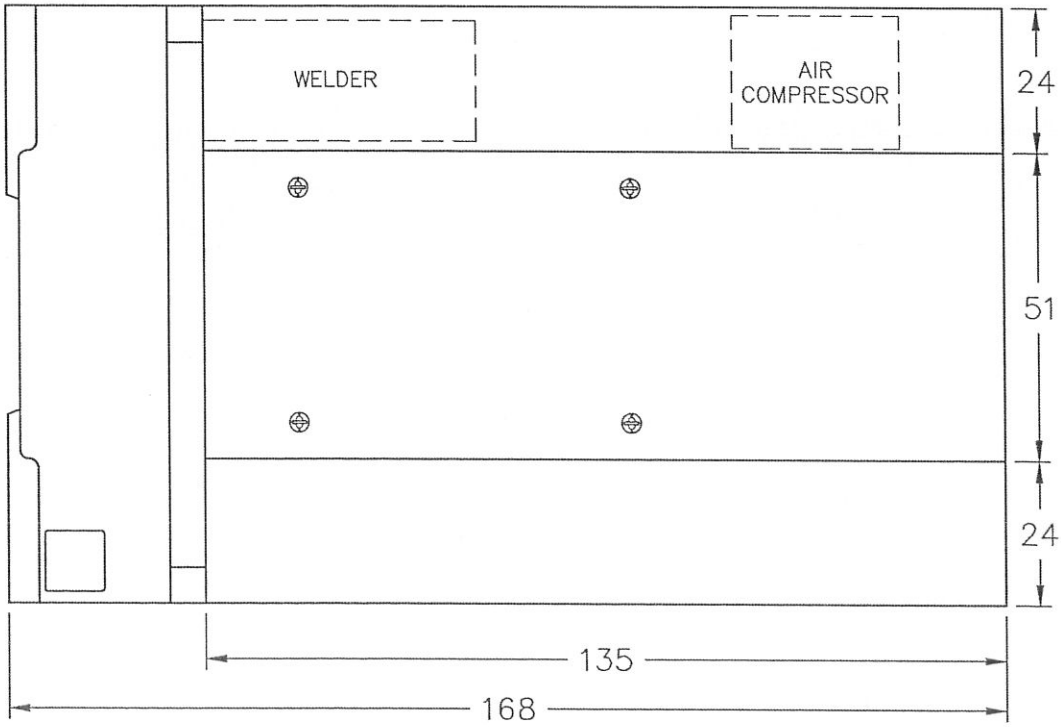
- Rollout Drawers and Bolt bins
- Gas and Hydraulic Compressors
- LED Interior/Exterior Lighting
- All in One Packages
- Bedliner
- Lube Kits
- Deck Covers
- Pintle hitch

877 1st Ave N.W. | Sioux Center, IA 51250 | Phone: 800.225.8789 | servicetrucks.com

EAGLE PRO II 2460 11ft Crane Body Dimensions

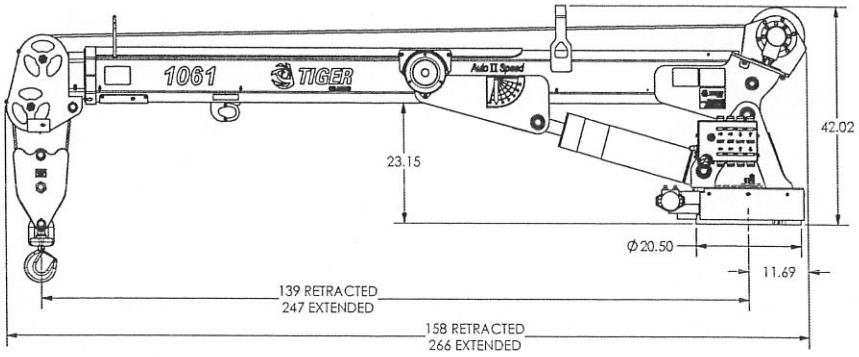






Model 1061 Specifications

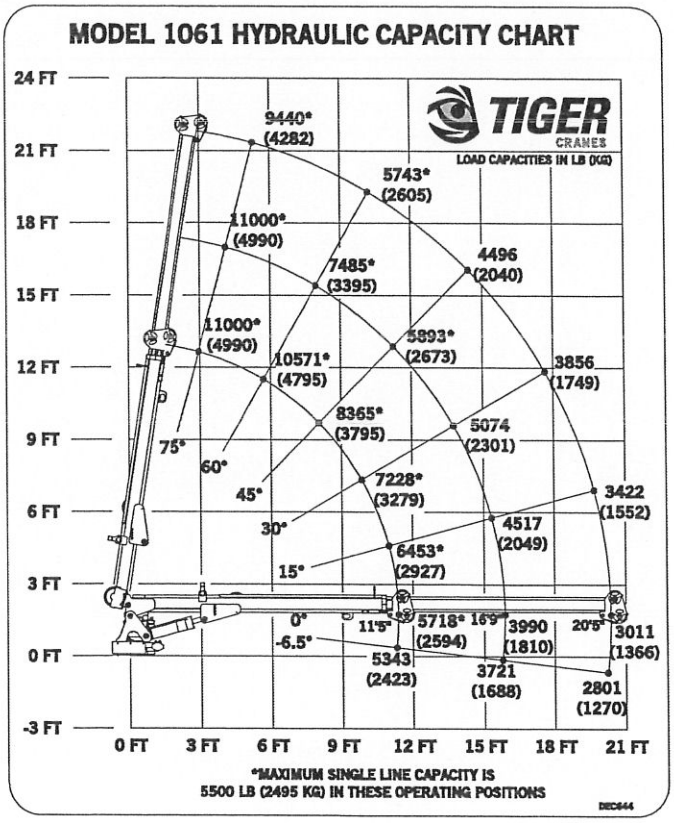
Dimensional Specifications:
- 21' Reach
- 12-21' Hydraulic Boom Extension
- 18.5' Lifting Height
- 42" Storage Height
- 158" Overall Storage Length
- Ø21" Mounting Space Required
- 8 Bolt Mounting Pattern
- 7/16" X 120' Winch Cable
- 2070 lbs. Operating Weight
- Ø40.8" Rotation Clearance Required



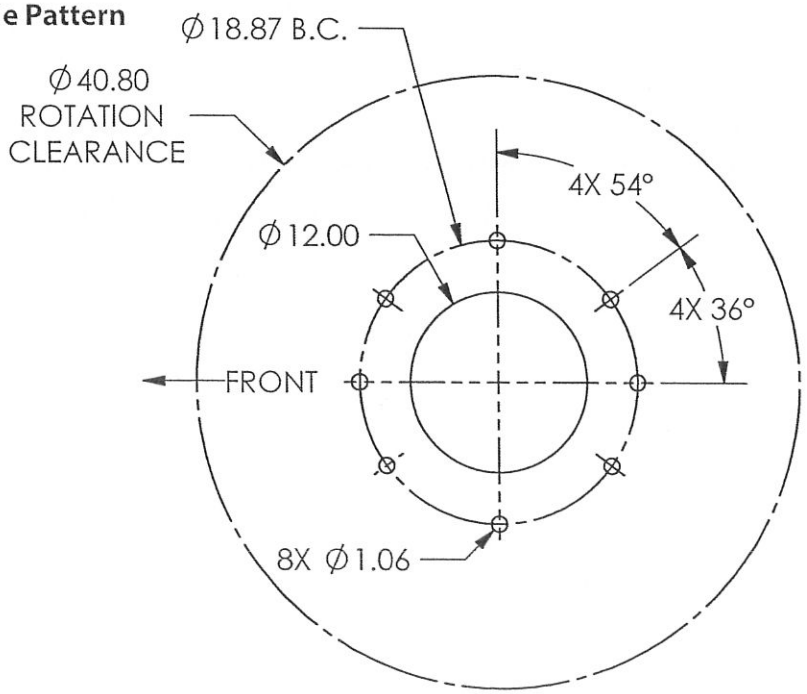
Performance Specifications:
- 66,000 ft-lb Crane Rating
- 72,200 ft-lb Maximum Crane Lifting Moment
- 11,000 lb Double Line Lift Capacity
- 22 second Boom Elevation Time
- 22 second Boom Extension Time
- 1.2 RPM Rotation Speed
- 60 FPM No Load Single Line Speed
- 400 Degrees of Rotation
- -6.5 Degrees to +82 Degrees Boom Angle

Standard Features:
- Wireless Control with 2 way remote to receiver communication, including 4 hydraulic functions with proportional trigger, horn button, engine start/stop switch and engine speed control and accessory switch. Requires 4 AA batteries.
- Load percentage indication with 4 character display on remote.
- Auto II Speed control reduces maximum speed on all functions when a load is sensed.
- 33' tether cable included for operation without batteries or in areas where radio transmission is not allowed.
- Anti two block & overload protection with condition indicators on remote.
- Sealed turret
- Integrated filtration with bypass condition indicator.
- 12 VDC DO3 10 GPM solenoids with manual overrides & LED On/Off indicator DIN connectors
- Hydraulic planetary winch. Boom mounted for easier stowing.
- Crane lift and extension cylinders are equipped with counterbalance safety valves.
- Powder coated base, turret shield and inner boom, with PPG Delfleet polyurethane paint on other components.
- This crane is designed to meet the requirements of ANSI/ASME B30.5 (2011) and OSHA 1910.180.

Minimum Requirements:
- 25,500 lbs. GVW Rating
- 84" Cab to Axle
- 900,000 in-lb frame RBM
- 10 GPM @ 2775 PSI – open center hydraulics
- 66,000 ft-lb rated crane tower reinforcement and outrigger



Bolt Hole Pattern



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