



## Agenda

**Regular Meeting of the Solid  
Waste Management Agency  
Joint Powers Board  
March 20, 2025 at 5:00 PM  
Grant Conference Room, 2nd  
Floor  
240 Grant Avenue  
Santa Fe, NM 87501**

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**Procedures for Solid Waste Management Agency Joint Powers Board Meeting  
Members of the public and staff can attend the Joint Powers Board meeting in  
person or virtually via WebEx by following the information below:**

Click [Here](#) to Join by WebEx Meeting Link using a computer/laptop/smartphone.

Join by Telephone or Mobile Device: (415) 655-0001  
Meeting Number (Access Code): 2557 935 0651  
Meeting Password: 7522 7239

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
  - A.
- IV. Approval of Minutes
  - A. Regular Meeting - February 20, 2025
- V. Matters from the Public
- VI. Approval of Consent Calendar
- VII. Consent Calendar
  - A. Request for Approval of Professional Services Agreement with Laulea Engineering, LLC of Honolulu, HI, for Engineering Services for Customer Unloading Area Improvements at the Buckman Road Recycling and Transfer Station in the amount of \$20, 950; and
    1. Approve Budget Increase to 8100851.510300 (Professional Services) from 810.100700 (Operating Fund Cash) in the amount of \$20, 950.

- B. Request for Approval of Services Agreement with Clean Harbors Environmental Services, Inc. of Norwell, MA, for Household Hazardous Waste Collection Services at Buckman Road Recycling and Transfer Station in the Amount of \$135,000 (RFP No. 25043).
- C. Request to Award ITB No. 25110 – Off-Road Heavy Equipment Repairs (Parts and Labor) to Multiple Vendors.
  - 1. Approval of Price Agreements for Off-Road Heavy Equipment Repairs (Parts and Labor) with:
    - a. Desert Greens Equipment, Inc., Albuquerque, NM
    - b. Dyson Ventures d/b/a Iron Horse Welding, LLC, Albuquerque, NM
    - c. Power Equipment Company, Albuquerque, NM
    - d. Tarpomatic, Inc., Canton, OH
    - e. Wagner Equipment Company, Albuquerque, NM
- D. Request for Approval of Resolution 2025-\_\_\_\_\_, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.
- E. Request for Approval of the Material Transfer Agreement by and Between Glass to Glass Denver, LLC and Santa Fe Solid Waste Management Agency for Glass Recycling at the Glass to Glass Denver's Recycling Facility in Broomfield, CO.

VIII. Matters from the Executive Director

- A. Request for Approval of Audited Financial Statements and Supplementary Information for the Fiscal Year Ended June 30, 2024 (Carr, Riggs & Ingram, LLC).

IX. Matters from Staff - Agency, City, County

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

X. Matters from the Board

XI. Next Meeting: April 17, 2025

XII. Adjournment

Anyone with questions regarding the meeting or requiring accommodation on WebEx should contact Christiann Orozco at (505) 424-1850, extension 150.

**AGENDA**  
**(Amended Agenda – Change of Meeting Room)**

Santa Fe Solid Waste Management Agency  
Joint Powers Board

Regular Meeting

Thursday, March 20, 2025 at 5:00 PM  
Hybrid In-Person and Virtual Meeting  
Santa Fe County Administrative Complex  
Johnson Street Conference Room, 2<sup>nd</sup> Floor  
240 Grant Avenue, Santa Fe, NM 87501

*Members of the public and staff can attend the Joint Powers Board meeting in person or 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=md125e9287bce17523bd51d9f92b8c8ee>

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

Meeting Number (Access Code): 2557 170 8935

Meeting Password: nqBRAJrf937

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**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD  
HYBRID IN-PERSON AND VIRTUAL MEETING  
THURSDAY, FEBRUARY 20, 2025, 5:00 PM  
SANTA FE COUNTY ADMINISTRATION COMPLEX  
240 GRANT AVENUE, SANTA FE, NM  
JOHNSON STREET CONFERENCE ROOM, SECOND FLOOR**

**I. CALL TO ORDER**

The meeting of the Santa Fe Solid Waste Management Agency Joint Powers Board was called to order by Chair Bustamante at 5:00 pm on Thursday, February 20, 2025, and was held in-person and virtually.

**II. ROLL CALL**

**MEMBERS PRESENT**

Commissioner Camilla Bustamante, Chair  
Commissioner Adam Johnson  
Councilor Michael Garcia, virtually  
Councilor Lee Garcia  
Councilor Amanda Chavez, virtually  
Commissioner Lisa Cacari Stone, arrived later in the meeting

**OTHERS PRESENT**

Randall Kippenbrock, Executive Director, SWMA  
Jonas Nahoum, Attorney  
Christiann Orozco, SWMA  
Ernestina Baca, SWMA, virtually  
Danita Boettner, SWMA, virtually  
Les Francisco, Santa Fe County Solid Waste Superintendent, virtually  
Deborah Trujillo, City of Santa Fe, Environmental Services, virtually, arrived later in the meeting

**III. APPROVAL OF AGENDA**

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

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

Commissioner Johnson, yes; Michael Garcia, yes; Councilor Lee Garcia, yes; Councilor Chavez, yes; Chair Bustamante, yes.

#### **IV. APPROVAL OF MINUTES**

##### **A. REGULAR MEETING - NOVEMBER 21, 2024**

**MOTION** A motion was made by Councilor Lee Garcia, seconded by Councilor Michael Garcia, to approve the minutes as presented.

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

Commissioner Johnson, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes; Councilor Chavez, yes; Chair Bustamante, yes.

#### **V. MATTERS FROM THE PUBLIC**

None.

Commissioner Cacari Stone arrived at the meeting.

#### **VI. APPROVAL OF CONSENT AGENDA**

**MOTION** A motion was made by Councilor Chavez, seconded by Commissioner Johnson, to approve the consent agenda as presented.

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

Commissioner Johnson, yes; Commissioner Cacari Stone, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes; Councilor Chavez, yes; Chair Bustamante, yes.

#### **VII. CONSENT AGENDA**

##### **A. REQUEST FOR APPROVAL OF AMENDMENT NO. 5 TO THE SERVICES AGREEMENT WITH PRO-MOTION TRANSPORTATION, LLC OF ESPANOLA, NM, FOR GLASS HAULING SERVICES FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION (ITB NO. 22/28/B); AND**

- 1. EXTEND THE TERM OF THE AGREEMENT THROUGH MARCH 17, 2026.**

2. **INCREASE THE AMOUNT OF THE COMPENSATION BY \$130,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$491,400.**

Approved on consent.

- B. **A REQUEST FOR APPROVAL TO AWARD ITB NO. 25109 TO FAMILIA RIOS, LLC D/B/A NELLY'S CLEANING SERVICE OF SANTA FE, NM, FOR JANITORIAL SERVICES FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$72,500, INCLUDING NMGRT; AND**

1. **APPROVAL OF SERVICES AGREEMENT WITH NELLY'S CLEANING SERVICE.**

Approved on consent.

#### **VIII. MATTERS FROM THE EXECUTIVE DIRECTOR**

Mr. Kippenbrock welcomed the two new County Commissioners to the meeting and invited them to the facility for a tour. That will give you an idea of what we do.

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

Councilor Lee Garcia said he just heard from Deborah Trujillo who said she has been trying to access the meeting on line, but has been unable to do so.

Les Francisco, Santa Fe County, reported that they are still short four staff. Other than that, everything is running pretty smoothly.

Danita Boettner, SWMA, reported that things are moving along well. The upcoming free dates are as follows:

Free Tire Day - March 1<sup>st</sup> and 2<sup>nd</sup>  
Free Green Waste Day - March 1<sup>st</sup> and 2<sup>nd</sup>  
Free Household Hazardous Waste Day - March 1<sup>st</sup>  
Free Electronics Day - March 1<sup>st</sup>  
Free Trash Day - April 12th

#### **X. MATTERS FROM THE BOARD**

- A. **ELECTION OF CHAIR AND VICE-CHAIR**

**MOTION** A motion was made by Councilor Michael Garcia, seconded by Chair Bustamante, to nominate Councilor Lee Garcia as Chair.

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

Commissioner Johnson, yes; Commissioner Cacari Stone, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes; Councilor Chavez, yes; Chair Bustamante, yes.

Councilor Lee Garcia said he graciously accepts the position and appreciates the confidence.

**MOTION** A motion was made by Councilor Lee Garcia, seconded by Chair Bustamante, to nominate Commissioner Johnson as Vice Chair.

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

Commissioner Johnson, yes; Commissioner Cacari Stone, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes; Councilor Chavez, yes; Chair Bustamante, yes.

Commissioner Johnson said he accepts the position and hopes to learn a lot.

Ms. Trujillo arrived, virtually, at the meeting.

Councilor Michael Trujillo stated that the City of Santa Fe is hosting a Rapid Hiring Event on March 8<sup>th</sup> from 9:00 am to 2:00 pm at the Teen Center. We will be hiring for positions that effect SWMA. If you know of anyone interested please send them to the event.

Ms. Trujillo, City of Santa Fe, stated that Environmental Services will also be hiring at the event.

Ms. Trujillo reported that staff will again be participating in the rodeo this year. Lawrence Garcia, who has been with the Department for over 20 years, is retiring at the end of this month. He will be greatly missed.

## **XI. NEXT MEETING**

### **A. MARCH 20, 2025**

## **XII. ADJOURNMENT**

There being no further business before the Board, the meeting adjourned at 5:22 pm.

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Commissioner Camilla Bustamante, Chair

Attested By:

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Katherine E. Clark, Santa Fe County Clerk

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Elizabeth Martin, Stenographer

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director <sup>RLK</sup>  
**Date:** March 19, 2025  
**Subject:** Request for Approval of a Professional Services Agreement with Laulea Engineering, LLC of Honolulu, HI, for Engineering Services for Customer Unloading Area Improvements at the Buckman Road Recycling and Transfer Station in the Amount of \$20,950

## SUMMARY

The Agency is requesting the Board approve a Professional Services Agreement (Agreement) with Laulea Engineering, LLC of Honolulu, HI, for engineering services on improvements to the customer unloading area at the Buckman Road Recycling and Transfer Station (BuRRT).

The compensation of the Agreement through March 20, 2026 is \$20,950.

Funding is available from 810.100700 (Operating Fund Cash Balance).

## BACKGROUND

The transfer station at BuRRT commenced operation in 1997. In 2024, over 87,600 customers tipped their waste inside the transfer station. The unloading (tipping) area has 15 spaces (metal curb stops) to guide customers when to stop. The elevated curb stops are six feet from the edge of the tipping floor with a nominal 28” drop. Because of that, customers tend to stop their vehicles/trailers when making contact with a curb stop, leaving them with little room to unload from the rear of the vehicle or trailer and sometimes with the tailgate hanging over the edge of the tipping floor. Furthermore, customers have been injured from tripping over the curb stops and landing on the concrete floor or falling onto the tipping floor when unloading too close to the edge of the tipping floor. Some injuries warranted medical attention.

Laulea Engineering will provide engineering services for improvements to the customer unloading area. The improvements will consist of safety railing and replacement of parking curb stops.

The engineering project will consist of the following improvements:

- Approximately 150 feet of safety railing is to be installed along the customer unloading area, between curb stops and the top of the tipping floor push wall. *(Note: a possible railing size is 4” in diameter and mounted on metal posts 40 inches high).*
- Removal of existing parking curb stops located six feet from the edge of the tipping floor and repair concrete floor at anchor locations.
- Installation of new replaceable parking curb stops. *(Note: a possible distance for the new curb stops is eight six feet from the edge of the tipping floor).*

The engineering services will include the following tasks:

- Engineering Design
  - Pre-final design drawings and technical specifications for Agency review.
  - Final drawings and technical specifications issued for construction, signed and sealed by a professional engineer registered in the State of New Mexico
  
- Bid Phase Services
  - Attendance of pre-bid meeting.
  - Bid proposal form and quantities.
  
- Services During Construction
  - Request for information (RFI) review and response.
  - Contractor submittal review and response.

### **ACTION REQUESTED**

The Agency requests Board approval of a services agreement with Laulea Engineering, LLC for engineering services for \$20,950.

The Agency also requests approval of a budget increase to 8100851.510300 (Professional Services) from 810.100700 (Operating Fund Cash Balance) in the amount of \$20,950.

Attachment:

- 1) Budget Adjustment Request
- 2) Professional Services Agreement with Laulea Engineering, LLC

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**ATTACHMENT 1**  
**Budget Adjustment Request**

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

# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
SFSWMA					3/19/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Professional Services	8100851	510300		20,950		
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				20,950	\$	-

Professional Services Agreement with Laulea Engineering, LLC of Honolulu, HI, for Engineering Services for Customer Unloading Area Improvements at the Buckman Road Recycling and Transfer Station  
 Cash is available in 810.100700

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
810	(20,950)
<b>TOTAL:</b>	<b>(20,950)</b>

<b>Thomasina Chavez</b>	<b>3/19/2025</b>	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i>
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i>
		<i>JPB</i> Approval Date	Date
		Agenda Item #:	Date

**ATTACHMENT 2**  
**Professional Services Agreement**  
**Laulea Engineering, LLC**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PROFESSIONAL SERVICES AGREEMENT  
LAULEA ENGINEERING, LLC  
(Engineering Services - 2025)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 20th day of March 2025, by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Laulea Engineering, LLC (“Contractor”) for engineering services pertaining to improvements to the customer unloading area at the Buckman Road Recycling and Transfer Station as described in Exhibit A and below.

**1. SCOPE OF SERVICES**

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

**2. STANDARDS OF PERFORMANCE; LICENSES**

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

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

**3. COMPENSATION**

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Twenty Thousand Nine Hundred Fifty Dollars and No Cents (\$20,950.00).

B. Compensation shall be paid only for services performed pursuant to the fee schedule outlined in the Scope of Services attached hereto in Exhibit A.

C. Contractor shall be responsible for payment of any applicable gross receipts taxes to the State of New Mexico on the sums payable under this Agreement.

D. 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.

E. Detailed invoices containing reimbursement expenses shall be itemized.

F. Contractor shall submit invoices to the Agency via mail or email as follows:

Santa Fe Solid Waste Management Agency  
Attn: Accounts Payable  
149 Wildlife Way  
Santa Fe, NM 87506  
Email: AccountsPayable@sfswma.org

#### **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 March 20, 2026, 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.

**6. TERMINATION**

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

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. 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.

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

A. Contractor, its agents, and its employees are independent contractors performing professional 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 unless that information becomes public through no fault of Contractor, or is required to be disclosed pursuant to a court or administrative order. The Agency will identify that information which it considers to be confidential.

**9. OWNERSHIP OF WRITTEN PRODUCTS**

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

B. Any reuse of reports, documents, or materials by Agency without written verification or adaptation by Contractor for the specific purpose intended will be at Agency's sole risk and without liability or legal exposure to Contractor or to Contractor's subcontractors.

**10. 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.

**11. 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.

**12. RELEASE**

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

**13. INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is 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 sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. Contractor shall carry and maintain professional liability insurance throughout the term of this Agreement for errors and omissions to cover no less than \$1,000,000 for each claim.

D. 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.

**14. INDEMNIFICATION**

Contractor shall indemnify and hold harmless 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. AMENDMENT**

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

**20. SCOPE OF AGREEMENT**

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

**21. 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.

**22. 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.

**23. NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, as provided below, 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  
Email: rkippenbrock@sfswma.org

**CONTRACTOR:** Doug Williams, P.E.  
Director  
Laulea Engineering, LLC  
1127 11<sup>th</sup> Ave #302  
Honolulu, HI 96816  
Email: doug@lauleallc.com

B. 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.

C. Notices sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. 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.

24. **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**

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

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

\_\_\_\_\_  
Lee Garcia  
Chair, Joint Powers Board

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

**ATTEST:**

\_\_\_\_\_  
Andréa Salazar  
Santa Fe City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
Doug Williams, P.E.  
Director  
Laulea Engineering, LLC

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

**EXHIBIT A**

**Scope of Services**  
**for**  
**Laulea Engineering, LLC**

March 14, 2025

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

Subject: ENGINEERING SERVICES FEE PROPOSAL  
BUCKMAN ROAD RECYCLING AND TRANSFER STATION  
CUSTOMER UNLOADING AREA IMPROVEMENTS

Dear Mr. Kippenbrock,

Laulea Engineering, LLC (Laulea) appreciates the opportunity to submit this proposal to Santa Fe Solid Waste Management Agency (SFSWMA) for engineering services pertaining to improvements to the customer unloading area at the Buckman Road Recycling and Transfer Station (BuRRT). Improvements will consist of safety railing and replacement of parking curb stops.

#### Proposed Project Description

The proposed project will consist of the following improvements:

- Approximately 150 feet of safety railing to be installed along customer unloading area, between curb stops and top of tipping floor push wall.
- Removal of existing parking curb stops and repair of concrete floor at anchor locations.
- Installation of new replaceable parking curb stops.

#### Proposed Scope of Work

The proposed scope of work includes the following tasks:

- Engineering Design
  - Pre-final design drawings and technical specifications for SFSWMA review.
  - Final drawings and technical specifications issued for construction, signed and sealed by a professional engineer registered in the State of New Mexico.
- Bid Phase Services
  - Attendance of pre-bid meeting.
  - Bid proposal form and quantities.
- Services During Construction
  - Request for information (RFI) review and response.

- Contractor submittal review and response.

Assumptions:

- Drawings will consist of up to five (5) sheets and technical specifications will consist of up to two (2) sections.
- Design will be based on existing plans or AutoCAD drawings of BuRRT, provided by SFSWMA. No field site visit or survey will be performed by Laulea to obtain facility measurements, layouts, or other data and information.
- Pre-final design package will be submitted to review by SFSWMA. One (1) set of revisions based on SFSWMA review comments will be performed.
- No site visits or inspections will be performed by Laulea during design or construction.
- Laulea will attend one (1) pre-bid meeting virtually up to one (1) hour in duration. Agenda and meeting summary will be developed by SFSWMA.
- Laulea will develop a bid proposal form with quantities to be used during the bidding process.
- Laulea will review and respond to up to two (2) RFIs and up to two (2) contractor submittals during construction.
- Laulea will not be responsible for the development of any contract documents or general division specifications with the exception of construction drawings and technical specifications relevant to the design.
- Laulea will not be responsible for reviewing contractor's applications for payments.
- Invoices will be submitted at completion of each task outlined in Table 1, in accordance with instructions provided by SFSWMA and/or the City of Santa Fe.

Deliverables:

- Pre-final design drawings and technical specifications.
- Final drawings and technical specifications issued for construction.
- Completed bid proposal form with quantities.
- Completed submittal review forms.
- Completed RFI response forms.

Proposal Fee

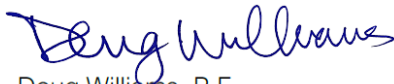
Laulea proposes a lump sum fee of **\$19,990** (excluding tax) for the aforementioned scope of work. A summary of the proposed fee by task is provided below in Table 1. Based on an out-of-state business gross receipts tax rate of 4.875%, estimated tax is approximately \$975.

Table 1. Proposed Fee by Task

Task	Fee
Design Services	\$15,940
Bid Phase Services	\$1,210
Services During Construction	\$2,840
Total	\$19,990

We hope to have the privilege and opportunity to provide our services to SFSWMA in collaboration for this project's successful completion. Should you have any questions or concerns, please do not hesitate to contact me by email at [doug@lauleallc.com](mailto:doug@lauleallc.com) or by phone at 808.699.5865.

Sincerely,



Doug Williams, P.E.  
Director  
Laulea Engineering, LLC

ATTACHMENTS  
Attachment A – Schedule of Fees

**ATTACHMENT A - SCHEDULE OF FEES**

	Professional: PE/PM Senior		Technical: Engineer VII		Technical: Engineer II		Administration Support		Total Hours	Line Item Fee Total	
Staff											
Hourly Rates	\$ 250		\$ 180		\$ 128		\$ 36				
<b>Task 1 - Design Services</b>											
Subtask 1.1 - Design Drawings	10	\$ 2,500		\$ -	75	\$ 9,600		\$ -	85	\$ 12,100	
Subtask 1.2 - Technical Specifications	6	\$ 1,500		\$ -	18	\$ 2,304	1	\$ 36	25	\$ 3,840	
									<b>Task Subtotal:</b>	<b>\$ 15,940</b>	
<b>Task 2 - Bid Phase Services</b>											
Subtask 2.1 - Bid Proposal Form & Quantities	1	\$ 250		\$ -	5.5	\$ 704	0.2	\$ 6	6.7	\$ 960	
Subtask 2.2 - Pre-Bid Meeting	1	\$ 250		\$ -		\$ -		\$ -	1	\$ 250	
									<b>Task Subtotal:</b>	<b>\$ 1,210</b>	
<b>Task 3 - Services During Construction</b>											
Subtask 3.1 - Submittal Reviews	2	\$ 500		\$ -	7	\$ 896	0.7	\$ 24	9.7	\$ 1,420	
Subtask 3.2 - Requests for Information	2	\$ 500		\$ -	7	\$ 896	0.7	\$ 24	9.7	\$ 1,420	
									<b>Task Subtotal:</b>	<b>\$ 2,840</b>	
<b>Total Estimated Fee</b>										<b>Total</b>	<b>\$ 19,990</b>

# MEMORANDUM

---

**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director<sup>RLK</sup>  
**Date:** March 18, 2025  
**Subject:** Request for Approval of Services Agreement with Clean Harbors Environmental Services, Inc. of Norwell, MA, for Household Hazardous Waste Collection Services at Buckman Road Recycling and Transfer Station in the Amount of \$135,000 (RFP No. 25043)

## SUMMARY

The Agency is requesting the Board approve a Services Agreement (Agreement) with Clean Harbors Environmental Services, Inc. of Norwell, MA, (Clean Harbors) for household hazardous waste (HHW) collection services at Buckman Road Recycling and Transfer Station (BuRRT).

Per Article 5, the Agreement can be renewed annually upon approval by the Board, not to exceed ten years.

The compensation for the first year of the Agreement is \$135,000. Funding is available from 8100852.510250 (Service Contracts).

## BACKGROUND

On November 5, 2024, the Agency issued Request for Proposal (RFP) No. 25043 for HHW collection services at BuRRT. Three firms responded to the RFP.

- Clean Earth Environmental Solutions. Inc., King of Prussia, PA
- Clean Harbors Environmental Services, Inc. Norwell, MA
- Veolia ES Technical Solutions, LLC, Vancouver, WA

On November 2, 2020, the evaluation committee selected Clean Harbors as the most qualified firm. The evaluation criteria and weighted values consisted of the following: organizational experience and qualifications (30%); organizational references (20%); capacity and capability (30%); proximity to or familiarity with the Agency (10%); and cost proposal (10%).

Agency staff negotiated with Clean Harbors as per the Scope of Services in Exhibit A of the Agreement.

In general, the Scope of Services consists of the following:

- Collect and transport HHW to its final destination (e.g., recycling, incineration, and disposal);
- Deliver supplies for the HHW program;
- Provide on-call services for identification and characterization of unknown HHW

- Offer regulatory and operational training, as requested by the Agency;
- Provide hazardous waste services for very small quantity generators; and
- Assist at HHW collection events, as requested by the Agency.

The first year of compensation is based on historical HHW quantities collected at BuRRT. The actual cost will depend on the type and amount of HHW. Clean Harbors will invoice very small-quantity generators separately.

### **ACTION REQUESTED**

The Agency requests Board approval of a Services Agreement with Clean Harbors for HHW collection services at BuRRT for \$135,000.

Attachments: 1) Services Agreement with Clean Harbors  
2) RFP No. 25043 (without Appendices)

M:\Memo\031825.2

**ATTACHMENT 1**  
**Services Agreement**  
**with**  
**Clean Harbors**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
SERVICES AGREEMENT  
WITH  
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.  
(HHW Collection Services)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into this 20th day of March 2025, by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Clean Harbors Environmental Services, Inc. (“Contractor”) to provide household hazardous waste (HHW) collection services (RFP No. 25043) at the Buckman Road Recycling and Transfer Station as described in Exhibit A and below.

**1. SCOPE OF SERVICES**

The services subject to this Agreement are set forth in RFP No. 25043, and all related Contract Documents, including Contractor’s proposal in response thereto, which is incorporated into this Agreement and as set forth in Exhibit A attached hereto.

**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 One Hundred Thirty-Five Thousand Dollars and No Cents (\$135,000.00).

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. The Agency is exempt from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

C. Payment shall be made within thirty (30) days upon receipt and approval by the Agency of detailed invoices containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in Exhibit A attached hereto.

D. Invoices shall contain the following information: invoice number and date, description of the services or supplies, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every service performed. Invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency via mail or email as follows:

Santa Fe Solid Waste Management Agency  
Attn: Accounts Payable  
149 Wildlife Way  
Santa Fe, NM 87506  
Email: [AccountsPayable@sfswma.org](mailto:AccountsPayable@sfswma.org)

**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 March 20, 2026, unless it is terminated sooner pursuant to Article 6 below.

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

**6. TERMINATION**

Either party may terminate this Agreement for any reason by giving thirty (30) days written notice to the other party.. 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.

7. **DEFAULT**

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

B. Neither party shall be liable to the other for consequential damages, including loss of use or lost profits.

8. **FORCE MAJEURE**

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

- 1) Acts of God or a public enemy;
- 2) Acts or omissions of any government entity;
- 3) Fire, flood or other casualty for which a party is not responsible;
- 4) Pandemic, epidemic or quarantine restriction;
- 5) Unanticipated work stoppage or freight embargo;
- 6) Strike, lockout, labor dispute, or civil disturbance; and
- 7) Unusually severe weather conditions.

B. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately

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

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

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

**10. CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement and for a period of three (3) years after the termination 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. This Section shall not apply to information that (i) is or becomes a part of the public domain; (ii) was in the possession of or available to Seller by a third party ; (iii) is provided to Seller by a third party without any obligation of confidentiality; (iv) is independently developed without the use of confidential information; or (v) is required to be disclosed by applicable law.

**11. 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.

**12. 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, which shall not be unreasonably withheld.

**13. 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 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.

**14. 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 \$2,000,000 for each occurrence and \$3,000,000 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 canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain pollution legal liability insurance of \$3,000,000 for each claim throughout the term of this Agreement.

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

D. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover \$3,000,000 combined single limit for each accident.

**15. INDEMNIFICATION**

A. 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.

B. Notwithstanding any term or condition of this Agreement to the contrary and to the greatest extent allowed by law, Agency agrees that Contractor and its directors', officers' and employees' aggregate liability to the Agency, to anyone claiming by, through, or under the agency, and to any third party for any and all injuries, claims, demands, losses, expenses, or damages, of whatever kind or character including but not limited to an action or claim based on contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, arising out of or in any way related to this Agreement, the services, or the services location, shall be limited to the total amount of compensation received by contractor under this agreement in the twelve (12) month period preceding the event giving rise to the claim.

**16. 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, Sections 41-4-1 to 41-4-27 NMSA 1978. 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.

**17. 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.

**18. RECORDS AND AUDIT**

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

**19. APPLICABLE LAW; CHOICE OF LAW; VENUE**

A. Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency.

B. Contractor shall comply with the requirements of the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5.

C. 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.

**20. AMENDMENT**

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

**21. SCOPE OF AGREEMENT**

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

**22. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

During the term of this Agreement, Contractor agrees to abide by all applicable federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

**23. 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.

**24. 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, as provided below, 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  
Email: rkippenbrock@sfswma.org

**CONTRACTOR:** Clean Harbors Environmental Services, Inc.  
General Counsel/Urgent Contract Matter  
42 Longwater Drive  
Norwell, MA 02061-9149

B. 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.

C. Notices sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. 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.

**25. 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, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

**26. WASTE TRANSPORTATION AND DISPOSAL**

A. Waste materials to be handled pursuant to this Agreement shall be agreed upon in writing, in advance, by Contractor and Agency. At the time Agency requests the Services of Contractor, Agency shall provide a waste profile sheet or similar document (“Waste Profile”) to Contractor describing the waste materials and their characteristics. Waste materials that conform to an applicable Waste Profile shall be referred to herein as “Conforming Waste.” Title, risk of loss and all other incidents of ownership to the Conforming Waste shall be transferred from Agency to Contractor at the time Contractor takes possession of and removes Conforming Waste from the place of transfer, or at the time Contractor accepts delivery of the Conforming Waste at its treatment, storage, and disposal facility, whichever is applicable.

B. Waste materials shall be considered “Non-Conforming Waste” for purposes of this Agreement if: (1) the waste materials are not properly packaged or labeled; (2) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile; or (3) the designated disposal facility is not designed or permitted to dispose of waste materials with such undisclosed constituents, characteristics or properties. Waste materials which are discovered to be Non-Conforming Waste may be rejected by Contractor, and returned to Agency within a reasonable time after rejection by Contractor, unless the parties agree to an alternative and lawful manner to dispose of the Non-Conforming Waste. . Agency shall pay Contractor at agreed rates for the handling, loading, preparing, transporting, storing, caring for and, if applicable, disposing of such Non-Conforming Waste.

C. Nothing contained within this Agreement shall be construed or interpreted as requiring Contractor to assume the status of “Generator,” as that term appears within any federal, state, or local statute or regulation governing the treatment, storage and disposal of waste materials. Agency, as applicable, shall assume the responsibility for compliance with the provisions of any federal, state, or local statute or regulation as such shall apply to “Generators.” Without limiting the foregoing, Agency hereby authorizes Contractor or its designee to act as its agent to prepare and execute documents required for the transportation of hazardous and non-hazardous waste and materials, including but not limited to manifests, notifications, certifications of land disposal restrictions, and other necessary documents, and, per 40 CFR §263.21, to change or add new transporters to shipments already in transit.

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

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

\_\_\_\_\_  
Lee Garcia  
Chairperson, Joint Powers Board

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

**ATTEST:**

\_\_\_\_\_  
Andréa Salazar  
Santa Fe City Clerk

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

**CONTRACTOR:**

\_\_\_\_\_  
Marc McReynolds  
Senior Vice President  
Clean Harbors Environmental Services, Inc.

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

**EXHIBIT A**  
**Scope of Services**  
**for**  
**Clean Harbors Environmental Services**

## DISPOSAL

Profile/Waste Code	Waste Description	UOM	Price
A31	SPECIFICATION OILS	pounds	*\$0.24
B35	GLYCOLS	pounds	*\$0.35
CCRN	NON HAZARDOUS MATERIAL FOR INCINERATION	pounds	*\$0.46
CFL1	MERCURY BULBS FOR RECLAMATION	pounds	*\$1.60
CFL2	MISC. MERCURY BULBS FOR RECLAIM	pounds	*\$7.00
CFL4	MISC. MERCURY BULBS FOR RECLAIM	pounds	*\$7.00
CFL5	LOW PRESSURE SODIUM LAMPS FOR RECLAIM	pounds	*\$7.00
CFL6	UV LAMPS FOR RECLAIM	pounds	*\$8.00
CFL7	XENON ARC LAMPS FOR RECLAIM	pounds	*\$8.00
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	pounds	*\$6.00
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	pounds	*\$0.68
D20X	REGULATED MEDICAL WASTE SHARPS	pounds	*\$1.70
D80L	NON-PCB ARTICLES FOR LANDFILL	pounds	*\$0.48
EEE	EQUIPMENT FOR RECLAMATION	pounds	*\$0.68
FB1	LIQUID FOR FUEL	pounds	*\$0.25
LBBGB	SMALL SEALED CELL BATTERIES AND PORTABLE ELECTRONICS FOR REC	pounds	*\$6.25
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	pounds	*\$0.95
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	pounds	*\$0.95
LBD3	NICKEL METAL HYDRIDE BATTERIES FOR RECLAMATION	pounds	*\$0.50
LBR	LITHIUM BATTERIES FOR INCINERATION	pounds	*\$6.50
LBRE	LITHIUM BATTERY DEVICES	pounds	*\$6.50
LBRU	DAMAGED, DEFECTIVE, AND RECALLED LITHIUM BATTERY CELLS	pounds	*\$6.50
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	pounds	*\$0.89
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	pounds	*\$0.89
LCCRC	LABPACK ORGANICS FOR INCINERATION	pounds	*\$0.89
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	pounds	*\$0.89

Profile/Waste Code	Waste Description	UOM	Price
LCCRQ	AEROSOLS FOR INCINERATION	pounds	*\$0.89
LCHG2	LABPACK MERCURY DEVICES / MERCURY DEBRIS FOR RETORT	pounds	*\$33.76
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	pounds	*\$33.76
LCY1	PROPANE CYLINDERS FOR RECYCLING	small cylinder	\$32.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	medium cylinder	\$81.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	lecture bottle	\$16.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	large cylinder	\$202.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	lecture bottle	\$97.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	small cylinder	\$97.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	medium cylinder	\$121.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	large cylinder	\$259.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	lecture bottle	\$32.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	small cylinder	\$73.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	medium cylinder	\$81.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	large cylinder	\$202.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	lecture bottle	\$65.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	small cylinder	\$73.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	medium cylinder	\$89.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	large cylinder	\$162.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	large cylinder	\$1,053.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	medium cylinder	\$607.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	small cylinder	\$405.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	lecture bottle	\$202.00
LLF	LABPACK FOR LANDFILL	pounds	*\$1.35
LRCT	LABPACK REACTIVES FOR INCINERATION	pounds	*\$1.38
LRCTD	LABPACK REACTIVE FLAMMABLES FOR INCINERATION	pounds	*\$1.38
LRCTO	LABPACK REACTIVE OXIDIZERS FOR INCINERATION	pounds	*\$1.38

Profile/Waste Code	Waste Description	UOM	Price
LRCTQ	LABPACK REACTIVE COMPRESSED GAS CARTRIDGE FOR INCINERATION	pounds	*\$1.38

\*The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum UOM	Minimum Qty	Minimum Price
A31	pounds	55 gallon drum	1	\$84.00
B35	pounds	55 gallon drum	1	\$122.50
CCRN	pounds	flex bin	1	\$344.10
CFL1	pounds	pallet	1	\$72.00
CFL2	pounds	pallet	1	\$72.00
CFL4	pounds	pallet	1	\$72.00
CFL5	pounds	pallet	1	\$72.00
CFL6	pounds	pallet	1	\$72.00
CFL7	pounds	pallet	1	\$72.00
CFL8	pounds	pallet	1	\$72.00
CHBL	pounds	55 gallon drum	1	\$238.00
D20X	pounds	30 gallon drum	1	\$323.00
D80L	pounds	55 gallon drum	1	\$168.00
EEE	pounds	flex bin	1	\$884.00
FB1	pounds	55 gallon drum	1	\$111.00
LBBGB	pounds	5 gallon pail	1	\$250.00
LBD1	pounds	30 gallon drum	1	\$180.50
LBD2	pounds	30 gallon drum	1	\$180.50
LBD3	pounds	30 gallon drum	1	\$95.00
LBR	pounds	55 gallon drum	1	\$560.00
LBR	pounds	5 gallon pail	1	\$295.00
LBRE	pounds	55 gallon drum	1	\$560.00
LBRE	pounds	5 gallon pail	1	\$295.00
LBRU	pounds	55 gallon drum	1	\$560.00
LBRU	pounds	5 gallon pail	1	\$295.00
LCCRA	pounds	55 gallon drum	1	\$222.00
LCCRB	pounds	55 gallon drum	1	\$222.00
LCCRC	pounds	55 gallon drum	1	\$222.00
LCCRO	pounds	55 gallon drum	1	\$222.00
LCHG2	pounds	5 gallon pail	1	\$810.30
LCHG4	pounds	5 gallon pail	1	\$810.30
LLF	pounds	55 gallon drum	1	\$243.00
LRCT	pounds	55 gallon drum	1	\$344.10
LRCTD	pounds	55 gallon drum	1	\$344.10
LRCTO	pounds	55 gallon drum	1	\$344.10
LRCTQ	pounds	55 gallon drum	1	\$344.10

## LABOR, SUPPLIES, AND EQUIPMENT

Description	UOM	Unit Price
Chemist	hour	\$63.00
Field Technician	hour	\$45.00
Project Manager	hour	\$63.00
Box Truck	hour	\$75.00
Modified Level D (Tyvek and Boots)	each	\$37.05
Pickup/Van/Car/Crew Cab	hour	\$36.10
Tractor w/Box Van	hour	\$106.40
16 Gal / 70 L Closed Poly Drum	each	\$84.55

Description	UOM	Unit Price
16 Gal / 70 L Open Poly Drum 1H2/Y56/S	each	\$83.60
275G / 1100 L Poly TOTE, DOT Rated	each	\$497.80
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	each	\$75.05
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	each	\$102.60
330 G/ 1249 L New Poly Tote, DOT Rated	each	\$665.00
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	each	\$30.40
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	each	\$22.80
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	each	\$79.80
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	each	\$96.90
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	each	\$114.95
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	each	\$352.45
95 Gal Poly Drum 1H2/Y318/S (Overpack)	each	\$413.25
Absorbent Pad (101 Grade) 100/bale	bale	\$85.50
DOT Rated Heavy Duty Pallet	each	\$38.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	each	\$88.35
Fluorescent Bulb Tubes, 4ft 150bulb capacity	bulb box	\$99.75
Fluorescent Bulb Tubes, 8ft 125 bulb capacity	bulb box	\$101.65
Lab pak box, 20 gal, UN4G/Y75/S HD poly liner included	each	\$35.15
Lab pak box, 30GAL, un 4g/y113/s HD poly liner included	each	\$33.25
Lab pak box, 5 gal, UN 4G/X18/S HD poly liner included	each	\$19.95
Lab pak box, 55gal UN 4G/Y147.3/S HD poly liner included	each	\$35.15
Poly Absorbent, 12 lb / 5.5 kg	bag	\$108.30
Poly Bags, 6mil, per Roll	each	\$174.80
Poly Sheet, 6mil 20ft x 100ft	each	\$179.79
Shrink Wrap	roll	\$49.40
Smoke Detectors Currie Pack	pounds	\$11.08
Sorbent Bonded 150	roll	\$91.20
Speedi Dry	bag	\$17.10
Vermiculite 4 cuft	bag	\$67.02

## TRANSPORTATION

Dispatch Location	Price UOM
New Mexico Cleanpack	*\$36.00 55 gallon drum

\*Minimum charge \$361.00 per trip.

## WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
A31	<p><b>Specification Oils</b></p> <p>Solids Content less than 6%            Ash less than 5%            Non-detectable concentration of PCB's (i.e. &lt;2ppm MDL)            VOCs less than 1% if lighter than mineral spirits            Less than 10% medium boiling hydrocarbons            less than 90% high boiling hydrocarbons            Viscosity less than 1,000 CPS            Organic Chlorine (organic phase) less than 5,000 PPM            Flashpoint greater than 141F            pH = 4 - = 11            For drum shipments: less than 10 percent water            Caustic Coagulation Must pass            Silicon less than 200 PPM            Phosphorous less than 1,500 PPM if material &lt; 30% water            Phosphorous = 150 PPM if material &gt; 30% - = 70% water            Vanadium less than 5 PPM            PRIMARY DISPOSAL METHOD: OIL RE-REFINING</p>
B35	<p><b>Glycols</b></p> <p>Ethylene glycol            Minimum yield 25%            Must be non hazardous            pH 3-11            Flash point greater than 140°F            Less than 1 inch solids in drum            No pesticides            Less than 5 percent oils            PCB's non detectable            Must be amenable to aqueous treatment            Must be compatible with oil and water            PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CCRN	<p><b>Non Hazardous Material for Incineration</b></p> <p>Must be non-hazardous            No pesticides, herbicides or FIFRA regulated material            Other specifications to be individually quoted            PRIMARY DISPOSAL METHOD: INCINERATION</p>
CFL1	<p><b>Mercury Bulbs For Reclamation</b></p> <p>Less than 5 percent broken bulbs            Intact 4 foot or 8 foot bulbs            Packaged in original bulb boxes or specialty containers            Shrink wrapped to pallets            No free mercury            PRIMARY DISPOSAL METHOD: RECLAMATION</p>

## WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CFL2	<p><b>Misc. Mercury Bulbs For Reclaim</b></p> <p>Misc. shaped bulbs containing mercury for reclaim            U tubes, Circular, Incandescent, Quartz, Halogen            Packaged in original bulb boxes or specialty containers            Shrink wrapped to pallets            No free mercury            No D003 bulbs            PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL4	<p><b>Misc. Mercury Bulbs For Reclaim</b></p> <p>Misc. shaped bulbs containing mercury for reclaim            Limited to Shattershields, HID, Hg vapor,            High pressure Sodium, Metal halides            Packaged in original bulb boxes or specialty containers            Shrink wrapped to pallets            No free mercury            PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL5	<p><b>Low Pressure Sodium Lamps For Reclaim</b></p> <p>Packaged in original bulb boxes or specialty containers            Shrink wrapped to pallets            No free mercury            PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL6	<p><b>Uv Lamps For Reclaim</b></p> <p>Packaged in original bulb boxes or specialty containers            Shrink wrapped to pallets            No free mercury            PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL7	<p><b>Xenon Arc Lamps For Reclaim</b></p> <p>Packaged in original bulb boxes or specialty containers            Shrink wrapped to pallets            No free mercury            PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL8	<p><b>Compact Fluorescent Lamps For Reclaim</b></p> <p>Packaged in original bulb boxes or specialty containers            Shrink wrapped to pallets            No free mercury            PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CHBL	<p><b>PCB Ballasts Or Capacitors For Landfill</b></p> <p>Less than three pounds of PCB's in each unit            Less than 9 pounds gross weight</p>

## WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CHBL	<p><b>PCB Ballasts Or Capacitors For Landfill</b></p> <p>Must be non-leaking            Must be intact            PRIMARY DISPOSAL METHOD: TSCA LANDFILL</p>
D20X	<p><b>Regulated Medical Waste Sharps</b></p> <p>Regulated Medical waste sharps Includes:            hypodermic needles, syringes, pasteur pipettes,            scalpel blades, blood vials, and needles            Less than 3 gallons free liquid            Requires packaging in rigid containers            Package to Clean Harbors Medical Waste Packaging Guidelines            PRIMARY DISPOSAL METHOD: INCINERATION or AUTOCLAVE</p>
D80L	<p><b>Non-PCB Articles For Landfill</b></p> <p>Non hazardous            Source of PCB &lt; 50 ppm            Capacitors, Ballasts, Switches            PRIMARY DISPOSAL METHOD: HAZARDOUS LANDFILL</p>
EEE	<p><b>Equipment for Reclamation</b></p> <p>Computer keyboards and terminals            Misc equipment (compressors, machinery, refrigeration units)            No batteries            Refrigeration units limited to Freons only, no Ammonia            Other miscellaneous equipment            PRIMARY DISPOSAL METHOD: RECLAMATION</p>
FB1	<p><b>Liquid For Fuel</b></p> <p>Example: paint thinner, solvents            Less than 4 inches of dispersible sludge            Less than 5 percent halogens/sulfur            Source of PCB &lt; 50 ppm            Greater than 10,000 BTU's            No pesticides            No debris            Low viscosity (e.g. thinners)            Must not set-up with water or with organic solvents            PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>
LBRE	<p><b>Lithium battery devices</b></p> <p>All batteries must be sealed, non-leaking &amp; insulated            All batteries must be contained in sealed electronic devices            All devices must be protected from inadvertent activation</p>

## **QUOTE CONDITIONS**

Please note that this price is based on assumptions made about the actual container sizes and volume of items for disposal. Final billing will be based upon the actual materials packaged for disposal based on the unit rates quoted.

Additional charges may be incurred for cylinders with deficiencies that cannot be identified through the basic on site evaluation. These charges include, but are not limited to:

- Analytical charge for improperly labeled cylinders
- Revalving Fee
- Tapping Fee
- Recontainerization Fee
- Overpack Fee

Prior to packaging and removing the cylinders, our field chemists will inspect them for integrity and transportability. This evaluation will include a leak test to ensure the cylinders are safe to handle and transport. The cylinders must have their original manufacturers label or a surcharge may be applied to your invoice. Cylinders with greater than 5% solids may be subject to surcharge or rejection.

Drum quantity material in containers larger than 5 gallons or 50 pounds will need to be profiled for shipment. Actual disposal pricing will be pending full profile review and approval. The drums are subject to additional charges if they do not conform to their specifications.

Smoke Detector Curie Pack. Minimum disposal charge of \$333.00 per 5df container.

## **GENERAL CONDITIONS**

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- Prices firm for 30 days.
- Terms: Net 30 Days
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- A Profile Approval Fee of \$125 and Profile Recertification fee of \$35 for recertification will be charged upon profile approval or recertification.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.

## GENERAL CONDITIONS

- Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of \$400.00 per cylinder. Cylinders larger than medium size will be quoted case by case. This charge may be sent as supplemental invoice.
- Compressed gas cylinders requiring special handling due to stuck valve cap will be assessed an additional charge of \$25.00 per cylinder. This charge may be sent as supplemental invoice.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 17.0%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: [www.cleanharbors.com/contact-us/customer-resources](http://www.cleanharbors.com/contact-us/customer-resources).
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Clean Harbors will provide a manifest and necessary labels for transportation with a charge of \$1.80 per label.
- Clean Harbors reserves the right to charge \$50 a day for all transportation equipment not owned or subcontracted by Clean Harbors that remain at a Clean Harbors TSDF in excess of 7 days of being emptied and the customer receiving notification that the equipment is available for pick up.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums unless otherwise quoted: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- E-Manifests: EPA Requires electronic filing and reporting of manifest. To cover the cost of the E-Manifest and administrative cost of entering manifest into the system and managing the data, Clean Harbors will charge \$27 per manifest on every invoice.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.

**ATTACHMENT 2**  
**RFP No. 25043**  
**(without Appendices)**

The City of Santa Fe  
on behalf of  
Santa Fe Solid Waste Management Agency

**REQUEST FOR PROPOSALS (RFP)**

**HOUSEHOLD HAZARDOUS WASTE (HHW)  
COLLECTION SERVICES  
for the  
BUCKMAN ROAD RECYCLING AND TRANSFER  
STATION**



**RFP# 25043**

Proposal Due Date: December 12, 2024

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# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of household hazardous waste (HHW) collection services for the Buckman Road Recycling and Transfer Station (BuRRT). BuRRT is located at 2600 Buckman Road, Santa Fe, NM 87507.

## B. BACKGROUND INFORMATION

In order to encourage proper handling and avoid unauthorized or improper disposal or management in a manner which creates a health or environmental hazard, the Agency considers household hazardous waste (HHW) collection a basic service that it provides for Santa Fe residents. On September 14, 2012, the Agency opened a permanent household hazardous waste (HHW) collection center at the Buckman Road Recycling and Transfer Station (BuRRT) to efficiently manage the HHW generated by the City of Santa Fe and Santa Fe County residents.

Since 2012, a Contractor has provided services for the HHW collection center operations. These services include materials receiving, waste identification, packing, storage, transportation, recycling, treatment, and disposal.

The Agency operates the HHW collection center two days per week (Fridays and Saturdays) from 8:00 a.m. to 4:45 p.m. The Agency may increase or decrease hours and days of operation in response to the City of Santa Fe and Santa Fe County residents' needs.

In 2023, the Agency collected, packaged and shipped approximately 54.5 tons (109,000 pounds) of various types of materials to a Contractor for processing. A breakout of the typical types of materials handled are provided below.

<b>WASTE NAME</b>	<b>WEIGHT (POUNDS)</b>
Aerosol Cans	4,756
Bulked Flammable Material	29,611
Fire Extinguishers	1,183
Lab Pack	315
Latex Paint Loosepack	56,887
Loosepack of Bases (Ammonia)	771
Loosepack of Bases (Bleach)	985
Loosepack of Inorganic Acids	1,365
Loosepack of Organic Acids	747
Loosepack of Pesticides/Toxic Liquids	7,853
Mercury Articles	24
Mercury Lab Pack	6
Propane	4,447
Smoke Detectors (Exempt)	68
<b>GRAND TOTAL</b>	<b>109,018</b>

For selection purposes, the quantities above are provided in APPENDIX B, Cost Response Form.

### Collection Events

Historically, the Agency held one large free HHW collection event each year; however, in 2024 the Agency shifted this program to hold multiple free HHW collection days for residents throughout the year. This has resulted in smaller, more manageable events.

### **Very Small Quantity Generator Waste Services**

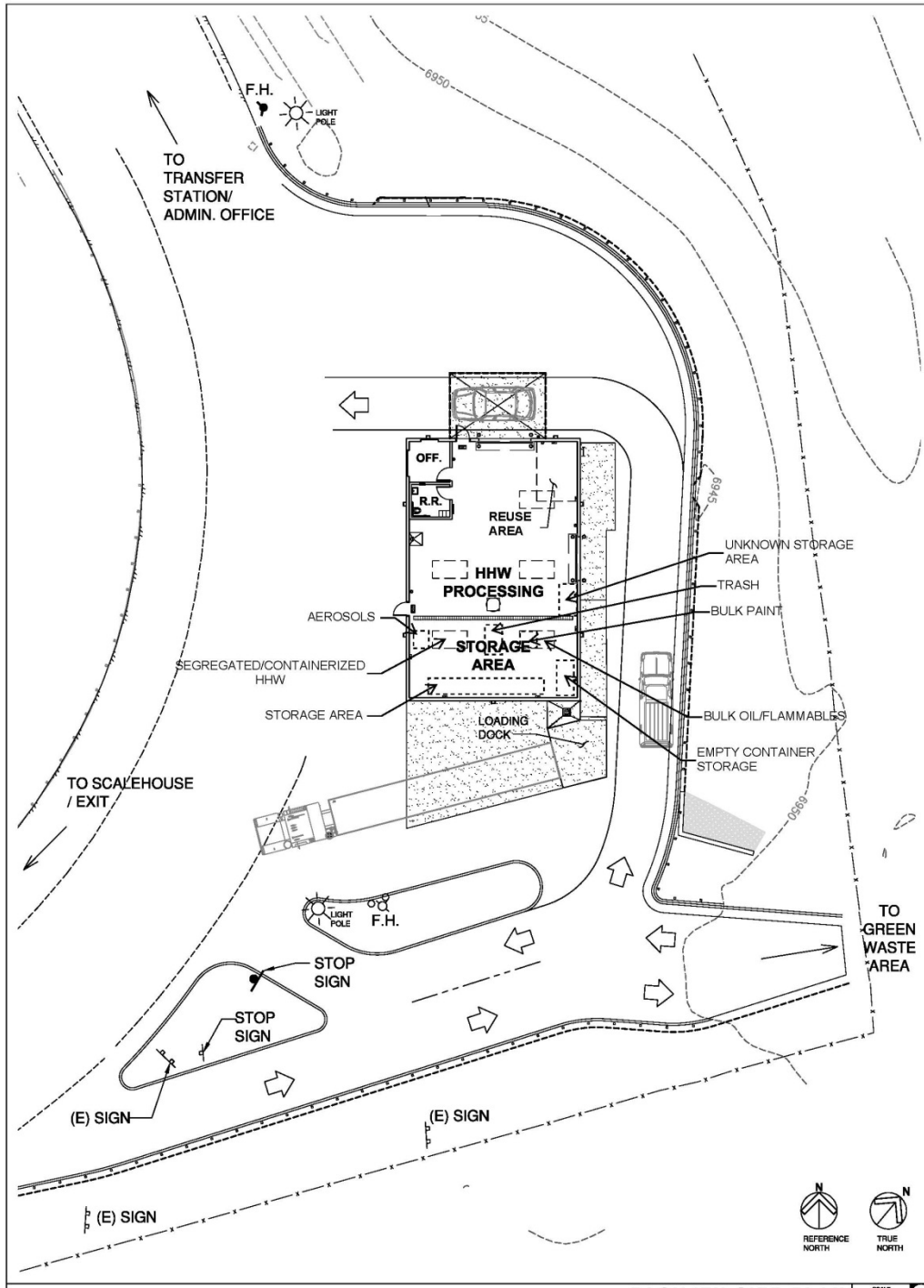
Besides HHW collected at the HHW collection center, the Agency may also provide services for the very small quantity generators (VSQGs). The Agency is responsible for establishing an appointment system for VSQGs, coordinating review of waste profile sheets, receiving waste from VSQGs, recording and packing all VSQG waste, and scheduling the pickup the waste by the Contractor. The Contractor is responsible for reviewing the waste profile sheets and packaging requirements for unknown or unusual wastes and transporting the VSQG waste to a treatment, storage, or disposal facility.

### **Current Operation**

At the HHW collection center, the Agency utilizes HHW handlers to receive, package, and store waste. The Contractor provides support services related to operating the HHW collection center and assist in training Agency staff, as needed. At least one Agency HHW handler is present during the hours the HHW collection center is in operation. The HHW Handler's responsibilities include receiving HHW and VSQG material, rejecting unacceptable material, inspecting containers, examining labels, segregating waste by type, bulking, packing, monitoring waste accumulation for transport, requesting pickup of waste, and assisting with loading for transport.

The Agency stores material within the HHW collection center building in designated areas with required containment. The Agency has limited storage capacity. The Agency accumulates loads of containerized and palletized material and sets up shipment with the Contractor every 4 to 6 weeks. A full load is considered to be enough pallets as to constitute a full 20-foot box truck, which equates to about twelve (12) pallets or more on the floor of the trailer. The Agency double stacks boxed materials to maximize payloads when possible.

Figure 1 illustrates the layout of the HHW collection center.



FACILITY SITE PLAN SCALE 1" = 300'

**JRM & A**  
 ARCHITECTS  
 ENGINEERS  
 PLANNERS  
 J.R. Miller & Associates  
 2700 Roberts BL.  
 Irvine, CA 92621  
 Tel: 714.824.1670  
 Fax: 714.824.1675  
 www.jrm.com

PROPOSED HHW PROJECT FOR:  
**SFSWMA HHW COLLECTION FACILITY**  
 BUCKMAN ROAD RECYCLING AND TRANSFER STATION  
 2600 BUCKMAN ROAD  
 SANTA FE, NEW MEXICO 87507

JRMA Project No.  
 4116  
**A1.1a**

## C. SCOPE OF PROCUREMENT

The Agency envisions the following goals that will result from this RFP:

- Ensure the Offeror processes material to the hazardous waste industry's highest ethical standard related to, but not limited to, data security, environmentally-protective processing, proper management of hazardous materials, legal transboundary movements and proper reuse and refurbishment practices through e-Stewards Certification.
- Enable the Agency to divert HHW from disposal at the Caja del Rio Landfill.
- Support the interests from organizations within the Santa Fe community, surrounding communities and tribal nations in potentially hosting HHW collection events in their areas.

The resulting contract will be a single award.

The term of the contract shall be for ten (10) years. The Agreement may not exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

This procurement will result in a Services Agreement that may be utilized by all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law.

## D. PROCUREMENT MANAGER

Santa Fe Solid Waste Management Agency has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name and e-mail address are listed below:

Name: Danita Boettner, Procurement Manager

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Division at the following emails:

Procurement Manager: [dboettner@sfswma.org](mailto:dboettner@sfswma.org)

Central Purchasing Division: [purchasing\\_RFP@santafenm.gov](mailto:purchasing_RFP@santafenm.gov)

Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Division regarding this procurement. Other Agency employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. Do not contact the Procurement Manager after the Proposals' due date.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.11.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

## E. PROPOSAL SUBMISSION

***Submissions of all proposals must be accomplished via upload:***

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

## F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**Addendum/Amendment**” means a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
2. “**Agency**” means the Santa Fe Solid Waste Management Agency.
3. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
4. “**Award**” means the final execution of the contract document.
5. “**BuRRT**” means the Buckman Road Recycling and Transfer Station.
6. “**Business Office Hours**” means 8:00 AM thru 5:00 PM MST/MDT, Monday through Friday, whichever is in effect on the date given.
7. “**Central Purchasing Division/Office or CPD**” means the office responsible for the control of procurement of items of tangible personal property, services or construction.
8. “**Chief Procurement Officer**” means that person within the Central Purchasing Division who is responsible for the control of procurement of items of tangible personal property, services or construction.
9. “**City**” means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
10. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
11. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, Sections 57-3-A-1 through 57-3A-7. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
12. “**Contract/Agreement**” means any agreement for the procurement of items of tangible personal property, services or construction.
13. “**Contractor**” means any business having a contract with the Agency.
14. “**County**” means Santa Fe County, New Mexico.

15. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
16. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
17. “**Electronic Submission**” means a successful submittal of Offeror’s proposal.
18. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices.
19. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
20. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
21. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
22. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
23. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
24. “**Joint Powers Board (JPB)**” means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
25. “**Landfill**” means the Caja del Rio Landfill.
26. “**Living Wage**” means the minimum hourly wage necessary for a person to achieve a higher standard of living.
27. “**Mandatory**” – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
28. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
29. “**Multi-Term Contract**” means a contract having a term longer than one year (NMSA 1978, Section 13-1-68).
30. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.

31. **“Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to the Agency, a municipality, a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
32. **“Procurement Manager”** means any person or designee authorized by the Agency to facilitate the procurement and/or administer the contract(s).
33. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by NMSA 1978, Sections 57-3A-1 to 57-3A-7 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
34. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
35. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
36. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
37. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents have been completely and successfully uploaded into the Bid Central prior to the submission deadline stated in this RFP.
38. **“Services”** means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but does not include construction or the services of employees of the Agency (NMSA 1978, Section 13-1-87).
39. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
40. **“State (the State)”** means the State of New Mexico.
41. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the state requirement(s). This statement shall be included in Offerors proposal. (e.g., “We concur,” “Understands and Complies,” “Comply,” and “Will Comply if Applicable”)
42. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
43. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Addenda/Amendments, etc.

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

### A. SEQUENCE OF EVENTS

The Central Purchasing Division and the Procurement Manager will make every effort to adhere to the following schedule:

<b>Action</b>	<b>Responsible Party</b>	
Issue RFP	Central Purchasing Division	November 5, 2024
Site Visit	Procurement Manager/Potential Offerors	November 19, 2024 at 10 a.m. MST/MDT
Pre-Proposal Meeting	Procurement Manager/Potential Offerors	November 20, 2024 at 10 a.m. MST/MDT
Deadline to submit Written Questions	Potential Offerors	December 6, 2024
Response to Written Questions	Procurement Manager	December 9, 2024
<b>Proposal Due Date</b>	<b>Offerors</b>	<b>December 12, 2024</b>
* Proposal Evaluation	Evaluation Committee	December 16, 2024
* Selection of Finalist(s)	Evaluation Committee	December 19, 2024
* Best and Final Offers	Finalist Offerors	January 7, 2024
* Virtual or In-Person Interview(s)	Finalist Offerors	January 14, 2024
* Finalize Contractual Agreements	Agency/Finalist Offerors	January 28, 2024
* Contract Awards	Joint Powers Board/Agency	February 20, 2025
* Protest Deadline	Central Purchasing Division	+15 days

\* Dates indicated after the "Proposal Due Date" are estimates only, and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

The Agency reserves the right to:

- Change or extend the Proposals Due Date.
- Revise the RFP document prior to the due date.

The Agency and/or the City of Santa Fe Central Purchasing Division will process addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. Addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity code used for this event.

### 1. Issue RFP

This RFP is being issued on behalf of the City for the Agency on the date indicated in Section II.A, Sequence of Events.

### 2. Non-Mandatory Site Visit

A Non-Mandatory Site Visit will be held as indicated in Section II.A, Sequence of Events, at 2600 Buckman Road, Santa Fe, New Mexico 87507 at 10 a.m. MST/MDT. The Site Visit is intended to provide potential Offerors with an opportunity to inspect the site and obtain clarification regarding the requirements of the RFP.

Attendance at the Site Visit is a highly encouraged/prerequisite for submitting a proposal, although it is not mandatory.

During the Site Visit, potential Offerors will be given a walkthrough of the location. Offerors are encouraged to ask questions during the Site Visit for clarity. However, any responses provided by the Procurement Manager representatives during the Site Visit will be considered unofficial and non-binding. Offerors must submit all questions in writing, and official responses will be provided in writing on the date listed in Section II.A, Sequence of Events.

A public log will be maintained by the Procurement Manager recording the names of potential Offeror(s) that attended the Site Visit.

### 3. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in Section II.A, Sequence of Events, beginning at 10 a.m. MST/MDT via MS Teams at the following link: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YzZiYzJhYmItOWE0OS00NmFILtg4MmMtYTViNWU5OTExNDA3%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%2210756f69-b195-4719-9d33-1f4a304d6ccf%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzZiYzJhYmItOWE0OS00NmFILtg4MmMtYTViNWU5OTExNDA3%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%2210756f69-b195-4719-9d33-1f4a304d6ccf%22%7d)

**Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Division and the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting.

### 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Division and the Procurement Manager as to the intent or clarity of this RFP as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## 5. Response to Written Questions

Written responses to the written questions will be provided Bid Central, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors.

An electronic version of the Addenda and/or Questions and Answers will be posted to:  
<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>

## 6. Submission of Proposal

**Only electronic proposal submission is allowed.**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING DIVISION VIA UPLOAD NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

***Proposals must be submitted electronically through the link in Section III.B*** Proposals submitted by facsimile will not be accepted.

A log will be kept by Bid Central of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required Agency signatures on the contract(s) resulting from the procurement has been obtained.

## 7. Selection of Finalists

All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Central Purchasing Division or/and/or the Procurement Manager in conjunction with the Evaluation Committee may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section IV. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, 13-1-117, the responsible Offerors whose proposals are most advantageous to the Agency taking into consideration the Evaluation Factors in Section IV will be recommended for award (as specified in Section II.B.1211). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## 8. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from the finalist Offeror(s). Specifically, the offeror(s) should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in Section II. A, Sequence of Events, or on an accelerated timeline from the finalist(s). The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. The finalist offeror(s) may also amend or clarify their proposal during the virtual interview.

## 9. Virtual or In-Person Interviews

Finalist Offerors, as selected per Section II.B.6 above, may be required to conduct an interview to be determined as per Section II.A., Sequence of Events, or as soon as possible thereafter. If interviews are

held, Finalist Offerors will be required to make their presentations through either in-person or electronic means (Webex, GoToMeeting, Zoom, etc.). The Procurement Manager will provide Finalist Offeror(s) with applicable details. Whether or not an interview will be held with finalist Offeror(s) is at the discretion of the Evaluation Committee.

## **10. Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the Agency reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **11. Contract Awards**

Upon finalization of the contractual agreement, the Agency will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Joint Powers Board approval.

## **12. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and City of Santa Fe Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
tkduttonleyda@santafenm.gov

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C.1, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.29, located in APPENDIX D.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### 3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Agency which may derive from this RFP. The Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### 4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from Agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Agency or the Central Purchasing Division personnel will not merge, collate, or assemble proposal materials.**

### 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Division and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### 7. Proposal Offer Firm

Responses to this RFP, including proposal costs for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

### 8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to:***

1. confidential financial information concerning the Offeror's organization; and
2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 through 57-3A-7.

- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.1.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT:** The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency and the Chief Procurement Officer shall examine the request and make a written determination that specifies which

portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

## **9. No Obligation**

This RFP in no manner obligates the Agency to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when it is determined such action to be in the best interest of the Agency.

## **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **12. Legal Review**

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Division and the Procurement Manager.

## **13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **14. Basis for Proposal**

Only information supplied in writing by the Central Purchasing Division and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

## **15. Contract Terms and Conditions**

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract (APPENDIX E). However, the Agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX E) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions

of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in NMSA 1978, Sections 13-1-83 and 13-1-85.

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.28. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

## **21. Notice of Penalties**

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

## **22. Agency Rights**

The Agency, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.

### **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

### **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the Agency. If the RFP is cancelled, the electronic record shall be closed and all proposals shall remain confidential.

### **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission.

### **26. Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.3, Response to Written Questions).

### **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Division, the Offeror acknowledges that the version maintained by the Central Purchasing Division shall govern. Please refer to:

<https://cityofsantafenvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

### **28. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX A, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials, Agency Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

### **29. Letter of Transmittal**

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

### **30. Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enters into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any

principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement

Officer

### **31. Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances)**

#### **Santa Fe's Living Wage**

The vendor must comply with the City of Santa Fe current living wage rate requirements posted on this page <https://santafenm.gov/economic-development/business-resources/living-wage-information> when working within the limits of the City. BuRRT is located within City of Santa Fe limits.

The vendor must comply with the Santa Fe County's current living wage rate requirements posted on this page <https://www.santafecountynm.gov/livingwage> when working within the unincorporated areas of the County. The Caja del Rio Landfill is located within the unincorporated area of the County.

### **32. New Mexico/Native American Resident Preferences**

Percentages will be determined based upon the point-based system outlined in NMSA 1978, Section 13-1-21 (as amended).

#### **a) New Mexico Resident Business Preference / Native American Resident Preference**

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

#### **b) New Mexico/Native American Resident Veteran Preference**

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

**Local Preference:** An Offeror who submits to the Agency a valid City of Santa Fe or Santa Fe County Business License shall receive a five (5) percent preference. The local preference applies only to offers received when the Agency procures services through a competitive sealed proposal process. An Offeror is eligible for the local preference in addition to either the Resident/Native American business preference or the Resident/Native American Veteran preference.

### **33. Procurement Under Existing Contracts**

In accordance with NMSA 1978, Section 13-1-129, the bidder shall be made aware that other central purchasing offices may use the subsequent non-exclusive services agreement.

## **III. RESPONSE FORMAT AND ORGANIZATION**

### **A. NUMBER OF RESPONSES**

Offerors shall submit only one proposal in response to this RFP.

### **B. NUMBER OF COPIES**

#### **1. ELECTRONIC SUBMISSION ONLY Responses**

**Bidders must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Technical and Cost) should be submitted, as outlined below.**

Technical and Cost portions of Offeror's proposal **must** be submitted in separate uploads as indicated below in this section and **must** be prominently identified as "Public Technical Proposal," "Confidential Technical Proposal," or "Cost Proposal," on the front page of each upload.

a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with Section III.C.1., Proposal Content and Organization. All information for the Technical Proposal must be combined into a single file/document for uploading. Technical Proposals SHALL NOT contain any cost information. Name the file as such, Company Name – RFP Number – Public Technical (e.g., Acme Corp – 25043 - Public Technical)

**\*\*i. Confidential Information\*\*: *If Offeror's proposal contains confidential information, as defined in Section I.F.11 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files**.***

· Public Technical Proposal: One (1) ELECTRONIC version with all confidential information redacted for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Name the file accordingly (Example file name, Acme Corp – 25043 – Public Technical)

· Confidential Technical Proposal: One (1) ELECTRONIC unredacted version for evaluation purposes only. (Shall not be release for public consumption.) Confidential versions must clearly be marked "CONFIDENTIAL" on the first page of the electronic file. Name the file accordingly (example file name, Acme Corp – 25043 - Confidential Technical)

b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. Name the file as such, Company Name – RFP Number – Cost (e.g., Acme Corp – 25043 - Cost)

**ELECTRONIC proposal submissions must be fully submitted on: <https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>. by the submission deadline in Section II.B.4. Submissions cannot be password protected and **must be in PDF format**. *The Offeror **must ensure to allow adequate time for large PDF files (uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.*****

**LATE PROPOSALS WILL NOT BE ACCEPTED**

Any proposal that does not adhere to the requirements of this Section and Section III.C.1, Proposal Content and Organization may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

### 1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

#### **Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

- a) Signed Letter of Transmittal
- b) Signed Campaign Contribution Form
- c) Table of Contents
- d) Proposal Summary (Optional)
- e) Response to Contract Terms and Conditions (from Section II.C.15)
- f) Offeror's Additional Terms and Conditions (from Section II.C.16)
- g) Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
  - i. Organizational Experience and Qualifications
  - ii. Organizational References
  - iii. Capacity and Capability
  - iv. Proximity to or Familiarity with the Agency
- h) Financial Stability
- i) New Mexico/Native American/Veteran/Local Resident Preferences (if applicable)
- j) Other Supporting Material (if applicable)

#### **Cost Proposal:**

- a) Completed Cost Response Form (APPENDIX B), including any discussion of proposed costs.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

## IV. SPECIFICATIONS

### A. DETAILED SCOPE OF WORK

#### 1. Objective

The Santa Fe Solid Waste Management Agency (Agency) is requesting proposals from qualified firms to provide HHW collection services at the Buckman Road Recycling and Transfer Station, including, but not limited to, these provisions and any others agreed to during the contract negotiations. Costs associated with completing the work described below, and as negotiated, shall be provided on the Cost Proposal Form (APPENDIX B).

#### 2. On-Site Requirements

At a minimum, these on-site requirements must be followed to ensure that responsible management practices for HHW collection, processing, treatment, storage, and disposal are met:

##### Agency's Responsibilities

At the HHW collection center, the Agency will use HHW handlers to receive, process, and store waste as necessary. The contractor will provide support services related to operating the HHW collection center and assist in training Agency staff. At least one Agency HHW handler will be present during the hours the HHW collection center is in operation. The responsibilities include:

- a) Receiving HHW and VSQG material as it is delivered, and rejecting unacceptable material.
- b) Inspecting the containers in which HHW and VSQG is delivered in for cracks or leaks.
- c) Examining labels of received material and determining if the labels are accurate.
- d) Segregating the waste by type.
- e) Bulking used motor oil and antifreeze.
- f) Bulking oil-based paint and flammables.
- g) Packing latex paint in roll-off containers.
- h) Monitoring the waste volumes for transportation to a treatment, storage and/or disposal facility (TSDF).
- i) Notifying contractor for pickup of waste.
- j) Working with contractor during the loading of waste.
- k) Signing and tracking manifest for waste shipped.
- l) Operating a fluorescent lamp bulb crusher.

The Agency will provide:

- a) HHW collection center.
- b) Forklift.
- c) Fluorescent lamp bulb crusher.

In addition, the Agency, the County, and the City will provide educational and promotional material on the HHW program.

##### Offeror's Responsibilities

Offeror will provide training for Agency staff and support services for the HHW operations.

### *General Program Management*

- a) Meet with Agency staff, as needed, to prepare an annual work plan and to handle other program details.
- b) Establish and maintain a recordkeeping system including, but not limited to, processed material quantities, etc.
- c) Generate and maintain all documentation including, but not limited to, manifests and/or bill of lading required affecting the transportation of acceptable wastes in accordance with applicable regulations.
- d) Establish waste handling protocols and management methods for HHW waste.
- e) Conduct periodic program evaluation with the Agency.
- f) Ensure that subcontractors are adequately insured.
- g) Ensure that all permit requirements are met, including any limitations on waste accumulation.
- h) Have up-to-date knowledge of, and comply with, all federal, state and local laws, rules, regulations and ordinances applicable to handling, transportation and storage of hazardous materials/wastes. Such laws, regulations, rules and orders include but are not limited to, those of the United States Environmental Protection Agency (EPA), US Department of Transportation (USDOT), New Mexico Environment Department (NMED) and the New Mexico Department of Transportation (NMDOT).
- i) Possess licenses, permits, registrations and/or certificates to carry out the tasks required by this RFP.
- j) Maintain accounting records and participate in financial audits as required.
- k) Provide the Agency with a list of equipment and supplies necessary for operations not currently available at the HHW collection center. The Agency reserves the right to purchase items from Offeror at the agreed-upon prices; however, the Agency reserves the right to purchase these supplies and materials from alternative distributors.
- l) Conduct periodic audits to ensure safe conditions for storage, labeling and facility usage when requested by the Agency.

### *Staff Training and On-call Assistance*

- a) Provide training for Agency HHW handlers to assist with operating the HHW collection center, including receiving and identifying HHW, proper waste handling procedure and proper waste packing and bulking procedure when requested by the Agency.
- b) Provide training for the Agency's HHW handlers to perform the HHW handlers' tasks, when requested by the Agency.
- c) Provide training for Agency staff to abate and clean up all spills and other hazards that may arise due to operations of the HHW collection center, when requested by the Agency.
- d) Assistance with identification of unknowns received during normal operation on Fridays and Saturdays, or other times during the week in order to get materials containerized or picked up due to its hazard potential, outside of a normal shipment.

### *Recordkeeping*

- a) Provide the Agency monthly copies of records such as manifests, bills of lading, and other documents relating to the hazardous waste program by the 15th day of each following month.
- b) Provide Agency staff access to all paperwork files relating to the hazardous waste program.

## **3. Off-Site Collection Events**

The Agency would also like contractors to consider assisting the Agency with local off-site HHW collection events. There has been interest from organizations within the Santa Fe community, surrounding communities

and tribal nations in potentially hosting an HHW event in their areas. During these events, Agency staff or other volunteers, may be on hand to coordinate with the public; however, all operations will be the responsibility of the Contractor. Due to the uniqueness off-site events, costs associated with labor, processing and transportation will be developed on a case-by-case basis.

#### **4. Very Small Quantity Generator Waste (VSQG) Handling**

The scope of work for handling VSQG waste will include these provisions and any others agreed to during contract negotiations.

##### Offeror's Responsibilities

- a) Meet with Agency staff, as needed, to prepare an annual work plan and to handle other Program details.
- b) Establish and maintain a recordkeeping system including, but not limited to, processed material quantities, etc.
- c) Generate and maintain all documentation including, but not limited to, manifests and bill of ladings required affecting the transportation of acceptable wastes per applicable regulations.
- d) Establish waste handling protocols and management methods for VSQG waste.
- e) Conduct periodic program evaluation with the Agency.

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience and Qualifications**

Provide a detailed description of experience with similar HHW and VSQG programs and operations with city or state government and private sector that demonstrates competence to successfully perform the Scope of Services. Written narrative outlining the processes the Offeror has access to both internally and externally (e.g., recycle, incineration, landfilling, etc.). The narrative **must** thoroughly describe the Offeror's HHW and VSQG services that demonstrate competence to successfully maintain, expand, and/or manage typical HHW generated

Also, Offeror shall provide the following operational information:

- a) A list of any environmental or safety violations (citations, fines, notices of violation, consent orders, etc.) or any filings of environmental damage insurance claims in the last five years, with a corresponding explanation.
- b) The experience of all proposed subcontractors, if applicable, must be described.
- c) Provide a narrative laying out what aspects will be considered for putting on an off-site collection event from a planning perspective.

### **2. Organizational References**

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state, or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project dates (starting and ending);

- c) Staff assigned to reference engagement that will be designated for work per this RFP; and
- d) Client project manager name, telephone number, fax number and email address.
- e) Project description;

Offeror is required to submit APPENDIX C, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX C. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

### **3. Capacity and Capability**

Provide information that demonstrates the capacity and capability to provide sufficient resources to perform the services in the Scope of Work. Include a list of the following:

- a) HHW items acceptable and not acceptable by the Offeror.
- b) Typical facilities that will receive HHW collected, processed and stored at BuRRT.

### **4. Proximity to or Familiarity with the Agency**

Demonstrate the Offeror’s familiarity with the Agency at which the collection is being performed and describe any issues or problems that may arise that could affect the ability to move material.

## **C. BUSINESS SPECIFICATIONS**

### **1. Financial Stability**

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g., D&B report). **Failure to submit financials will result in Offeror’s disqualification.**

### **2. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX A). **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**

### **3. Cost Proposal**

Offerors must complete the Cost Response Form in APPENDIX B. Cost will be measured by the total cost per pound proposed for Items 1-13. Although, not part of the criteria used for evaluation of costs, Offeror shall provide pricing and a list and/or examples of any other acceptable waste items/categories that the Offeror processes, including those listed in the Cost Response Form in APPENDIX B. Offeror’s shall provide information on how transportation costs will be assessed associated with shipments from BuRRT to the Offeror’s location, including any applicable fees/surcharges (e.g., manifest fee, pickup fee, fuel surcharge, environmental fees, etc.).

#### **4. Virtual or In-Person Interviews**

If selected as a finalist based upon the Evaluations Committee review of the proposals, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. Details related to the any interviews, if any, will be provided by the Procurement Manager and may be held either in-person or virtually.

#### **5. New Mexico/Native American/Veteran/Local Resident Preferences**

To ensure adequate consideration and application of NMSA 1978, Section 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM/Native American Resident or Veteran Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department and valid local business license from either the City of Santa Fe or Santa Fe County, as applicable.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with weighting and point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category. The evaluation points scored will be totaled to determine the Finalist Offeror(s).

**Table 1: Evaluation Point Summary**

<b>Evaluation Factors</b> <i>(Correspond to Section IV.B and IV.C)</i>	<b>Weighted Factors</b>	<b>Points Available</b>
<b>B. Technical Specifications</b>		
B. 1. Organizational Experience and Qualifications	30%	300
B. 2. Organizational References	20%	200
B. 3. Capacity and Capability	30%	300
B. 4. Proximity to or Familiarity with the Agency	10%	100
<b>C. Business Specifications</b>		
C. 1. Financial Stability	-	Pass/Fail
C. 2. Campaign Contribution Disclosure Form	-	Pass/Fail
C. 3. Cost Proposal	10%	100
<b>TOTAL EVALUATION POINTS AVAILABLE</b>		<b>1,000</b>
C. 5. New Mexico / Native American Resident Preference Points per Section IV.C.5	-	<b>80</b>
C. 5. New Mexico / Native American Resident Veteran Preference Points per Section IV.C.5	-	<b>100</b>
C. 5. Local Preference per Section IV.C.5	-	<b>50</b>

### B. EVALUATION FACTORS

#### 1. Organizational Experience and Qualifications (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel experience and certifications/licenses.

#### 2. Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (APPENDIX C). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all

members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

**3. Capacity and Capability (See Table 1)**

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s resources to perform the services.

**4. Proximity to or Familiarity with the Agency (See Table 1)**

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s knowledge of the Agency and BuRRT’s operation; and of any issues or problems that may arise.

**5. Financial Stability (See Table 1)**

Pass/Fail only. No points assigned.

**6. Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**7. Cost Proposal (See Table 1)**

The evaluation of each Offeror’s cost response form (APPENDIX B) will be conducted using the following formula

$$\frac{\text{Lowest Responsive Offeror’s Cost Total (Items 1-13)}}{\text{Each Offeror’s Cost Total (Items 1-13)}} \times \text{Available Award Points}$$

**8. Virtual or In-Person Interviews**

Should virtual interviews be conducted, points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and expertise of the proposed staff. Prior to the interviews, the Procurement Manager will provide the Offeror a presentation agenda and information.

Interviews may be conducted with the Finalist Offerors receiving the top three scores in the written evaluations and their interviews will be evaluated. Unless noted elsewhere in this RFP, the same evaluation criteria and weighted values shown below will be used to conduct the interview evaluations. The scores from the interview evaluations will be totaled to determine the top-rated Finalist Offeror.

**9. New Mexico/Native American Resident Preferences (See Table 1)**

Percentages will be determined based upon the point-based system outlined in NMSA 1978, Section 13-1-21 (as amended).

**A. New Mexico Resident Business Preference / Native American Resident Preference**

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

**B. New Mexico/Native American Resident Veteran Preference**

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

**Local Preference:** An Offeror who submits to the Agency a current and valid City of Santa Fe or Santa Fe County Business License, shall receive a five (5) percent preference. The local preference applies only to offers received when the Agency procures services through a competitive sealed proposal process. An Offeror is eligible for the local preference in addition to either the Resident/Native American business preference or the Resident/Native American Veteran preference.

## **C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Central Purchasing Division or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.5.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, Section 13-1-117, the responsible Offerors whose proposals are most advantageous to the Agency taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.10). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director <sup>RLK</sup>  
**Date:** March 18, 2025  
**Subject:** Request to Award ITB No. 25110 - Off-Road Heavy Equipment Repairs (Parts and Labor) to Multiple Vendors.

**SUMMARY**

The Agency recommends awarding price agreements for Off-Road Heavy Equipment Repairs to five vendors.

On January 31, 2025, the Agency issued Invitation to Bid (ITB) No. 25110 to secure pricing with vendors for the parts and labor required to maintain the off-road heavy equipment used at Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT). Five bidders responded on February 27, 2025:

- |                          |   |
|--------------------------|---|
| Desert Greens Equipment  | Dyson Ventures d/b/a Iron Horse Welding |
| Power Equipment Company  | Tarpomatic, Inc.                        |
| Wagner Equipment Company |   |

After reviewing the bids, the Agency confirmed that the bids met the minimum requirements set forth in the ITB.

The ITB does not commit the Agency to a definite quantity or specific dollar value for parts or labor. Rather, the ITB allows the Agency to procure parts and labor on an as-needed basis from multiple vendors.

The Agency also requests approval of price agreements with five vendors. Each agreement can be extended on a year-to-year basis, at the same price, terms, and conditions, by mutual agreement of the vendor and the Board. The price agreements will not exceed ten years.

Funding is available in both 8100851.520400 and 8100852.520400 (Repair and Maintenance Machine and Equipment).

**BACKGROUND**

Attachment 1 is a bid analysis of the five bidders. Bidders identified the piece of equipment for which they are offering services and a tiered labor rate reflecting the skills and knowledge needed. Bidders also listed their discount pricing for parts and materials.

Attachment 2 details the service classes and costs for parts, labor, transportation/towing, and other services provided by each bidder.

The Agency is not utilizing the New Mexico Statewide Price Agreement (31-00000-22-00009) for off-road heavy equipment repairs (parts and labor) because four of the five vendors for ITB No. 25110 are not listed on the statewide price agreement.

### **ACTION REQUESTED**

The Agency recommends the award of ITB No. 25110 – Price Agreement for Off-Road Heavy Equipment Repairs (Parts and Labor) to five vendors.

The Agency also requests the Board approve the price agreements with five vendors.

#### Attachments:

- 1) Bid Analysis for ITB 25110 – Price Agreement for Off-Road Heavy Equipment Repairs (Parts and Labor)
- 2) Vendor Details of Service Classes, Costs, and Other Services Provided
- 3) Price Agreement – Desert Greens Equipment
- 4) Price Agreement – Dyson Ventures b/b/a/ Iron Horse Welding
- 5) Price Agreement – Power Equipment Company
- 6) Price Agreement – Tarpomatic, Inc.
- 7) Price Agreement – Wagner Equipment Company
- 8) ITB No. 25110 – Price Agreement for Off-Road Heavy Equipment Repairs (Parts and Labor) without Appendices

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**ATTACHMENT 1**

**Bid Analysis for ITB 25110 – Price Agreement for Off-Road  
Heavy Equipment Repairs (Parts and Labor)**

**CITY OF SANTA FE  
PURCHASING OFFICE  
200 Lincoln Ave Room 122 Santa Fe, NM 87505  
Travis Dutton-Leyda, CPO**

**DATE: 02/27/25**

<b>BID NUMBER:25110</b>	<b>Desert Greens</b>	<b>Dyson Ventures</b>	<b>Power Eqpt</b>	<b>Tarpomatic</b>	<b>Wagner</b>
<b>PREPARED BY: Kathy Sanchez</b>					
<b>ITEM &amp; DESCRIPTION</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>
<b>Regular</b>					
Shop Service Technician	\$ 109.00	\$ 155.00	\$ 219.00	N/A	\$ 182.00
Field Service Technician	\$109 + \$100 On site fee	\$ 165.00	\$ 244.00	N/A	\$ 182.00
Shop Mechanic	\$ 109.00	\$ 155.00	\$ 219.00	N/A	\$ 182.00
Field Mechanic	\$109 + \$100 On site fee	\$ 165.00	\$ 244.00	N/A	\$ 182.00
Shop Laborer	\$ 109.00	\$ 100.00	\$ 210.00	N/A	\$ 182.00
Field Laborer	N/A	\$ 100.00	\$ 220.00	N/A	\$ 182.00
Machinist	N/A	\$ 145.00	\$ 219.00	N/A	\$ 182.00
Fabricator	N/A	\$ 145.00	\$ 244.00	N/A	\$ 182.00
<b>Emergency</b>					
Shop Service Technician	N/A	\$ 163.00	\$ 260.00	N/A	\$ 182.00
Field Service Technician	N/A	\$ 187.00	\$ 288.00	N/A	\$ 182.00
Shop Mechanic	N/A	\$ 163.00	\$ 260.00	N/A	\$ 182.00
Field Mechanic	N/A	\$ 187.00	\$ 288.00	N/A	\$ 182.00
Shop Laborer	N/A	\$ 105.00	\$ 250.00	N/A	\$ 182.00
Field Laborer	N/A	\$ 125.00	\$ 280.00	N/A	\$ 182.00
Machinist	N/A	\$ 179.00	\$ 288.00	N/A	\$ 182.00
Fabricator	N/A	\$ 179.00	\$ 288.00	N/A	\$ 182.00
Discount off Parts	10%	0%	7%	0-5%	15-30%
Machine Cleaning	\$ 250.00	N/B	\$ 200.00	N/A	\$ 728.00
Trip Charge (if not included in service labor rate)	\$ 5.00	\$ 3.25	\$ 4.50	N/A	\$ 3.30

**ATTACHMENT 2**

**Vendor Details of Service Classes, Costs, and Other Services Provided**

**ITB 25110 - Price Agreement for Off-Road Heavy Equipment (Parts and Labor)**

**Desert Greens Equipment**

4850 Pan American Frwy, NE

Albuquerque, NM 87109

(505) 822-0311

Adam Cherry

[adam@desertgreensequipment.com](mailto:adam@desertgreensequipment.com)

<b>Service Labor Class</b>	<b>Service Labor Rate/Hour</b>	<b>Emergency Service Labor Rate/Hour</b>
Shop Service Technician	\$109.00	N/A
Field Service Technician	\$109.00 + \$100.00 On Site Fee	N/A
Shop Mechanic	\$109.00	N/A
Field Mechanic	\$109.00 + \$100.00 On Site Fee	N/A
Shop Laborer	\$109.00	N/A
Field Laborer	N/A	N/A
Machinist	N/A	N/A
Fabricator	N/A	N/A
<b>Parts</b>		
Discount off Parts	10%	
<b>Miscellaneous Charges and Travel</b>		
Machine Cleaning	\$250 (Lump Sum)	
Trip Charge (if not included in field labor rates)	\$5.00/mile	

**ITB 25110 - Price Agreement for Off-Road Heavy Equipment (Parts and Labor)**

**Dyson Ventures d/b/a Iron Horse Welding LLC**

Mailing Address:

P.O. Box 9926  
Albuquerque, NM 87119

Physical Address:

5024 Broadway Blvd SE  
Albuquerque, NM 87105

Frederick Dyson  
sales@ihweld.com  
(505) 873-4008

<b>Service Labor Class</b>	<b>Service Labor Rate/Hour</b>	<b>Emergency Service Labor Rate/Hour</b>
Shop Service Technician	\$155.00	\$163.00
Field Service Technician	\$165.00	\$187.00
Shop Mechanic	\$155.00	\$163.00
Field Mechanic	\$165.00	\$187.00
Shop Laborer	\$100.00	\$105.00
Field Laborer	\$100.00	\$125.00
Machinist	\$145.00	\$179.00
Fabricator	\$145.00	\$179.00
<b>Parts</b>		
Discount off Parts	0%	
<b>Miscellaneous Charges and Travel</b>		
Machine Cleaning	N/A	
Trip Charge (if not included in field labor rates)	\$3.25/mile	

**ITB 25110 - Price Agreement for Off-Road Heavy Equipment (Parts and Labor)**

**Power Equipment Company**

721 Candelaria  
Road, NE  
Albuquerque, NM  
87107

(505) 400-  
8501  
Bruce Stats  
[bstats@power-  
equip.com](mailto:bstats@power-equip.com)

<b>Service Labor Class</b>	<b>Service Labor Rate/Hour</b>	<b>Emergency Service Labor Rate/Hour</b>
Shop Service Technician	\$219.00	\$260.00
Field Service Technician	\$244.00	\$288.00
Shop Mechanic	\$219.00	\$260.00
Field Mechanic	\$244.00	\$288.00
Shop Laborer	\$210.00	\$250.00
Field Laborer	\$220.00	\$280.00
Machinist	\$219.00	\$288.00
Fabricator	\$244.00	\$288.00
<b>Parts</b>		
Discount off Parts	7%	
<b>Miscellaneous Charges and Travel</b>		
Machine Cleaning	\$200 (Lump Sum)	
Trip Charge (if not included in field labor rates)	\$4.50/mile	

**ITB 25110 - Price Agreement for Off-Road Heavy Equipment (Parts and Labor)**

**Tarpomatic, Inc.**

512 45th Street SW

Canton, OH 44706

(800) 500-5069 (Main)

Marlon Yarborough  
[marlonyarborough@tarpomatic.com](mailto:marlonyarborough@tarpomatic.com)

(225) 268-7234

**Notes:**

Replacement parts includes parts, tarps, crossing cables and spools.

<b>Service Labor Class</b>	<b>Service Labor Rate/Hour</b>	<b>Emergency Service Labor Rate/Hour</b>
Shop Service Technician	N/A	N/A
Field Service Technician	N/A	N/A
Shop Mechanic	N/A	N/A
Field Mechanic	N/A	N/A
Shop Laborer	N/A	N/A
Field Laborer	N/A	N/A
Machinist	N/A	N/A
Fabricator	N/A	N/A
<b>Parts</b>		
Discount off Parts	0-5%	
<b>Miscellaneous Charges and Travel</b>		
Machine Cleaning	N/A	
Trip Charge (if not included in field labor rates)	N/A	

**ITB '20/27/B - Price Agreement for Off-Road Heavy Equipment (Parts and Labor)**

**Wagner Equipment Company**

18000 Smith Road

Aurora, CO 80011

Jorge Garcia

[garcia\\_jorge@wagnerequipment.com](mailto:garcia_jorge@wagnerequipment.com)

505-526-3631

<b>Service Labor Class</b>	<b>Service Labor Rate/Hour</b>	<b>Emergency Service Labor Rate/Hour</b>
Shop Service Technician	\$182.00	\$182.00
Field Service Technician	\$182.00	\$182.00
Shop Mechanic	\$182.00	\$182.00
Field Mechanic	\$182.00	\$182.00
Shop Laborer	\$182.00	\$182.00
Field Laborer	\$182.00	\$182.00
Machinist	\$182.00	\$182.00
Fabricator	\$182.00	\$182.00
<b>Parts</b>		
Discount off Parts	See Attached	
<b>Miscellaneous Charges and Travel</b>		
Machine Cleaning	\$728 (Lump Sum)	
Trip Charge (if not included in field labor rates)	\$3.30/mile	

**ATTACHMENT 3**

**Price Agreement – Desert Greens Equipment**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PRICE AGREEMENT  
WITH DESERT GREENS EQUIPMENT, INC.  
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)**

This PRICE AGREEMENT ("Agreement") is made and entered into this 20<sup>th</sup> day of March 2025, by the Santa Fe Solid Waste Management Agency ("the Agency") and Desert Greens Equipment, Inc. ("Contractor") for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

**1. SCOPE OF AGREEMENT**

The items to be provided under this Agreement are set forth in ITB No. 25110 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 all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

**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. Unless otherwise specified, all items are to be new and of most current production.
- 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 the Contractor to provide product(s) to the Agency.
- F. "Purchase Order" means a fully executed purchase document issued by the Central Purchasing Division 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 who do not need extensive education or specialty training or licensing. Services exclude 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 to purchase 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.

- 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. 25110, 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 that itemizes the 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 complete 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 or 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 Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving 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 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 Central 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 the 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 March 20, 2026, 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 ten 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 of interest.

- 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 adequately serving the Agency's needs, at the sole discretion of the Agency.

**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 that it has not, either directly or indirectly, taken action to restrain 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 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 brought in the First Judicial District Court, Santa Fe County, State of New Mexico.

**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 by personal delivery or by email, as provided below:

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

**CONTRACTOR:** Adam Cherry  
General Manager  
Desert Greens Equipment, Inc.  
4850 Pan American East Fwy NE  
Albuquerque, NM 87109  
Email: adam@desertgreensequipment.com

- B. 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.
- C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.
- D. 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.

**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:**

\_\_\_\_\_  
Lee Garcia  
Chairperson

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

**ATTEST:**

\_\_\_\_\_  
Andréa Salazar  
Santa Fe City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
Adam Cherry  
General Manager  
Desert Greens Equipment, Inc.

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

**EXHIBIT A**

## ITEMS / SERVICES TO BE PROVIDED

### ITB No. 25110

#### 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 Contractor. 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. Contractor 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: [AccountsPayable@sfswma.org](mailto:AccountsPayable@sfswma.org)

### 3. LIST OF OFF-ROAD HEAVY EQUIPMENT

<b>Covered</b>	<b>Not Covered</b>	<b>Year/Make/Model/Description</b>
	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	2022 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	2022 Caterpillar 308CR Excavator
	X	2005 Caterpillar 242B Skid Steer Loader
	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)

<b>Covered</b>	<b>Not Covered</b>	<b>Year/Make/Model/Description</b>
	X	2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine)
	X	2017 Toyota Forklift
	X	2014 Toyota 8FGU30 Forklift
	X	1994 Hyster Forklift
	X	Eagle Tire Cutter Tuff Cut
	X	Eagle Tire De-Rimmer
X		2022 John Deere 5090E 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	Ingersoll Rand Air Compressors
	X	Tyco Fire Suppression System on Select Equipment
	X	All Case Equipment
	X	All Caterpillar Equipment
	X	All Komatsu Equipment
	X	All Volvo Equipment

Additional manufactured/brands supported by Desert Greens Equipment.

- John Deere agricultural, commercial, and consumer equipment includes John Deere green tractors, implements, utility vehicles, and mowers. (Desert Greens Equipment is not a John Deere heavy equipment/construction dealer.
- Stihl portable power equipment.
- EZGO electric and gas vehicles.

**4. CONTRACTOR'S UNIT PRICING**

**Desert Greens Equipment, Inc.**

**Contact:** Adam Cherry  
**Address:** 4850 Pan American East Fwy NE  
 Albuquerque, NM 87109

**Phone:** (505) 822-0311  
**Email:** adam@desertgreensequipment.com

<b>Service Labor Class</b>	<b>Service Labor Rate/Hour</b>	<b>Emergency Service Labor Rate/Hour</b>
Shop Service Technician	\$109.00	N/A
Field Service Technician	\$109.00 + \$100.00 On Site Fee	N/A
Shop Mechanic	\$109.00	N/A
Field Mechanic	\$109.00 + \$100.00 On Site Fee	N/A
Shop Laborer	\$109.00	N/A
Field Laborer	N/A	N/A
Machinist	N/A	N/A
Fabricator	N/A	N/A
<b>Parts</b>		
Discount off Parts	10%	
<b>Miscellaneous Charges and Travel</b>		
Machine Cleaning	\$250 (Lump Sum)	
Trip Charge (if not included in field labor rates)	\$5.00/mile	

**ATTACHMENT 4**

**Price Agreement – Dyson Ventures d/b/a Iron Horse Welding**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PRICE AGREEMENT  
WITH IRON HORSE WELDING LLC  
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)**

This PRICE AGREEMENT (“Agreement”) is made and entered into this 20<sup>th</sup> day of March 2025 by the Santa Fe Solid Waste Management Agency (“the Agency”) and Dyson Ventures d/b/a Iron Horse Welding LLC (“Contractor”) for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

**1. SCOPE OF AGREEMENT**

The items to be provided under this Agreement are set forth in ITB No. 25110 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 all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

**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. Unless otherwise specified, all items are to be new and of most current production.
- 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 the Contractor to provide product(s) to the Agency.
- F. "Purchase Order" means a fully executed purchase document issued by the Central Purchasing Division 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 who do not need extensive education or specialty training or licensing. Services exclude 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 to purchase 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.

- 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. 25110, 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 that itemizes the 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 complete 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 or 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 Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving 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 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 Central 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 the 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 March 20, 2026, 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 ten 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 of interest.

- 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 adequately serving the Agency's needs, at the sole discretion of the Agency.

**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 that it has not, either directly or indirectly, taken action to restrain 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 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 brought in the First Judicial District Court, Santa Fe County, State of New Mexico.

**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 by personal delivery or by email, as provided below:

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

**CONTRACTOR:** Frederick Dyson  
Principal  
Iron Horse Welding LLC  
5025 Broadway Blvd SE  
Albuquerque, NM 87105  
Email: sales@ihweld.com

- B. 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.
- C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.
- D. 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.

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:**

\_\_\_\_\_  
Lee Garcia  
Chairperson

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

**ATTEST:**

\_\_\_\_\_  
Andréa Salazar  
Santa Fe City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
Frederick Dyson  
Principal  
Iron Horse Welding LLC

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

**EXHIBIT A**

## ITEMS / SERVICES TO BE PROVIDED

### ITB No. 25110

#### 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 Contractor. 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. Contractor 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: [AccountsPayable@sfswma.org](mailto:AccountsPayable@sfswma.org)

### 3. LIST OF OFF-ROAD HEAVY EQUIPMENT

<b>Covered</b>	<b>Not Covered</b>	<b>Year/Make/Model/Description</b>
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		2022 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		2022 Caterpillar 308CR Excavator
X		2005 Caterpillar 242B Skid Steer Loader
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)

<b>Covered</b>	<b>Not Covered</b>	<b>Year/Make/Model/Description</b>
X		2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine)
X		2017 Toyota Forklift
X		2014 Toyota 8FGU30 Forklift
X		1994 Hyster Forklift
X		Eagle Tire Cutter Tuff Cut
X		Eagle Tire De-Rimmer
X		2022 John Deere 5090E 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		Ingersoll Rand Air Compressors
X		Tyco 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 Iron Horse Welding

- All commercial grade trucks and trailers
  - Vehicle classes - 6, 7 and 8
- Wide range of heavy equipment

**4. CONTRACTOR'S UNIT PRICING**

**Iron Horse Welding LLC**

**Contact:** Frederick Dyson  
**Address:** 5024 Broadway Blvd SE  
 Albuquerque, NM 87105

**Phone:** (505)873-4008  
**Email:** sales@ihweld.com

<b>Service Labor Class</b>	<b>Service Labor Rate/Hour</b>	<b>Emergency Service Labor Rate/Hour</b>
Shop Service Technician	\$155.00	\$163.00
Field Service Technician	\$165.00	\$187.00
Shop Mechanic	\$155.00	\$163.00
Field Mechanic	\$165.00	\$187.00
Shop Laborer	\$100.00	\$105.00
Field Laborer	\$100.00	\$125.00
Machinist	\$145.00	\$179.00
Fabricator	\$145.00	\$179.00
<b>Parts</b>		
Discount off Parts	0%	
<b>Miscellaneous Charges and Travel</b>		
Machine Cleaning	N/A	
Trip Charge (if not included in field labor rates)	\$3.25/mile	

**ATTACHMENT 5**

**Price Agreement – Power Equipment Company**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PRICE AGREEMENT  
WITH POWER EQUIPMENT COMPANY  
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)**

This PRICE AGREEMENT (“Agreement”) is made and entered into this 20<sup>th</sup> day of March 2025, by the Santa Fe Solid Waste Management Agency (“the Agency”) and Power Equipment Company (“Contractor”) for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

**1. SCOPE OF AGREEMENT**

The items to be provided under this Agreement are set forth in ITB No. 25110 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 all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

**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. Unless otherwise specified, all items are to be new and of most current production.
- 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 the Contractor to provide product(s) to the Agency.
- F. "Purchase Order" means a fully executed purchase document issued by the Central Purchasing Division 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 who do not need extensive education or specialty training or licensing. Services exclude 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 to purchase 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.

- 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. 25110, 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 that itemizes the 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 complete 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 or 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 Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving 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 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 Central 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 the 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 March 20, 2026, 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 ten 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 of interest.

- 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 adequately serving the Agency's needs, at the sole discretion of the Agency.

**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 that it has not, either directly or indirectly, taken action to restrain 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 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 brought in the First Judicial District Court, Santa Fe County, State of New Mexico.

**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 by personal delivery or by email, as provided below:

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

**CONTRACTOR:** Bruce Stats  
Branch Manager  
Power Equipment Company  
721 Candelaria Road NE  
Albuquerque, NM 87107  
Email: bstats@power-equip.com

- B. 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.
- C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.
- D. 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.

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:**

\_\_\_\_\_  
Lee Garcia  
Chairperson

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

**ATTEST:**

\_\_\_\_\_  
Andréa Salazar  
Santa Fe City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
Bruce Stats  
Branch Manager  
Power Equipment Company

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

**EXHIBIT A**

## ITEMS / SERVICES TO BE PROVIDED

### ITB No. 25110

#### 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 Contractor. 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. Contractor 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.
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- 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: AccountsPayable@sfswma.org

### 3. LIST OF OFF-ROAD HEAVY EQUIPMENT

<b>Covered</b>	<b>Not Covered</b>	<b>Year/Make/Model/Description</b>
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	X	2015 Caterpillar 836K Landfill Compactor
	X	2020 Caterpillar 836K Landfill Compactor
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	X	2019 Caterpillar D8T Waste Handler Dozer
	X	2022 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	2022 Caterpillar 308CR Excavator
	X	2005 Caterpillar 242B Skid Steer Loader
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)

<b>Covered</b>	<b>Not Covered</b>	<b>Year/Make/Model/Description</b>
X		2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine)
	X	2017 Toyota Forklift
	X	2014 Toyota 8FGU30 Forklift
	X	1994 Hyster Forklift
	X	Eagle Tire Cutter Tuff Cut
	X	Eagle Tire De-Rimmer
	X	2022 John Deere 5090E 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	Ingersoll Rand Air Compressors
	X	Tyco Fire Suppression System on Select Equipment
	X	All Case Equipment
	X	All Caterpillar Equipment
	X	All Komatsu Equipment
X		All Volvo Equipment

**Remainder of Page Intentionally Left Blank**

4. **CONTRACTOR’S UNIT PRICING**

**Power Equipment Company**

**Contact:** Bruce Stats  
**Address:** 721 Candelaria Road  
 Albuquerque, NM 87107

**Phone:** (505) 400-8501  
**Email:** bstats@power-equip.com

<b>Service Labor Class</b>	<b>Service Labor Rate/Hour</b>	<b>Emergency Service Labor Rate/Hour</b>
Shop Service Technician	\$219.00	\$260.00
Field Service Technician	\$244.00	\$288.00
Shop Mechanic	\$219.00	\$260.00
Field Mechanic	\$244.00	\$288.00
Shop Laborer	\$210.00	\$250.00
Field Laborer	\$220.00	\$280.00
Machinist	\$219.00	\$288.00
Fabricator	\$244.00	\$288.00
<b>Parts</b>		
Discount off Parts	7%	
<b>Miscellaneous Charges and Travel</b>		
Machine Cleaning	\$200 (Lump Sum)	
Trip Charge (if not included in field labor rates)	\$4.50/mile	

**ATTACHMENT 6**

**Price Agreement – Tarpomatic, Inc.**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PRICE AGREEMENT  
WITH TARPOMATIC, INC.  
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)**

This PRICE AGREEMENT (“Agreement”) is made and entered into this 20<sup>th</sup> day of March 2025, by the Santa Fe Solid Waste Management Agency (“the Agency”) and Tarpomatic, Inc. ("Contractor") for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

**1. SCOPE OF AGREEMENT**

The items to be provided under this Agreement are set forth in ITB No. 25110 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 all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

**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. Unless otherwise specified, all items are to be new and of most current production.
- 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 the Contractor to provide product(s) to the Agency.
- F. "Purchase Order" means a fully executed purchase document issued by the Central Purchasing Division 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 who do not need extensive education or specialty training or licensing. Services exclude 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 to purchase 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.

- 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. 25110, 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 that itemizes the 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 complete 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 or 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 Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving 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 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 Central 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 the 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 March 20, 2026, 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 ten 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 of interest.

- 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 adequately serving the Agency's needs, at the sole discretion of the Agency.

**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 that it has not, either directly or indirectly, taken action to restrain 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 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 brought in the First Judicial District Court, Santa Fe County, State of New Mexico.

**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 by personal delivery or by email, as provided below:

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

**CONTRACTOR:** Marlon Yarborough  
Sales and Marketing Manager  
Tarpomatic, Inc.  
512 45<sup>th</sup> Street SW  
Canton, OH 44706  
Email: marlonyarborough@tarpomatic.com

- B. 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.
- C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.
- D. 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.

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:**

\_\_\_\_\_  
Lee Garcia  
Chairperson

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

**ATTEST:**

\_\_\_\_\_  
Andréa Salazar  
Santa Fe City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
Marlon Yarborough  
Sales and Marketing Manager  
Tarpomatic, Inc.

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

**EXHIBIT A**

## ITEMS / SERVICES TO BE PROVIDED

### ITB No. 25110

#### 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 Contractor. 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. Contractor 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 NMGRS 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 NMGRS 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 Contractor's 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: [AccountsPayable@sfswma.org](mailto:AccountsPayable@sfswma.org)

### 3. LIST OF OFF-ROAD HEAVY EQUIPMENT

Covered	Not Covered	Year/Make/Model/Description
	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	2022 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	2022 Caterpillar 308CR Excavator
	X	2005 Caterpillar 242B Skid Steer Loader
	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) (Includes parts, tarps, crossing cables and spools)

<b>Covered</b>	<b>Not Covered</b>	<b>Year/Make/Model/Description</b>
	X	2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine)
	X	2017 Toyota Forklift
	X	2014 Toyota 8FGU30 Forklift
	X	1994 Hyster Forklift
	X	Eagle Tire Cutter Tuff Cut
	X	Eagle Tire De-Rimmer
	X	2022 John Deere 5090E 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	Ingersoll Rand Air Compressors
	X	Tyco Fire Suppression System on Select Equipment
	X	All Case Equipment
	X	All Caterpillar Equipment
	X	All Komatsu Equipment
	X	All Volvo Equipment

**4. CONTRACTOR'S UNIT PRICING**

**Tarpomatic, Inc.**

**Contact:** Marlon Yarborough  
**Address:** 512 45<sup>th</sup> Street SW  
 Canton, OH 44706

**Phone:** (225) 268-7234  
**Email:** marlonyarborough@tarpomatic.com

<b>Service Labor Class</b>	<b>Service Labor Rate/Hour</b>	<b>Emergency Service Labor Rate/Hour</b>
Shop Service Technician	N/A	N/A
Field Service Technician	N/A	N/A
Shop Mechanic	N/A	N/A
Field Mechanic	N/A	N/A
Shop Laborer	N/A	N/A
Field Laborer	N/A	N/A
Machinist	N/A	N/A
Fabricator	N/A	N/A
<b>Parts</b>		
Discount off Parts	Cost Less 0-5% Dependent on the Part	
<b>Miscellaneous Charges and Travel</b>		
Machine Cleaning	N/A	
Trip Charge (if not included in field labor rates)	N/A	

**ATTACHMENT 7**

**Price Agreement – Wagner Equipment Company**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PRICE AGREEMENT  
WITH WAGNER EQUIPMENT COMPANY  
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)**

This PRICE AGREEMENT (“Agreement”) is made and entered into this 20<sup>th</sup> day of March 2025, by the Santa Fe Solid Waste Management Agency (“the Agency”) and Wagner Equipment Company (“Contractor”) for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

**1. SCOPE OF AGREEMENT**

The items to be provided under this Agreement are set forth in ITB No. 25110 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 all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

**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. Unless otherwise specified, all items are to be new and of most current production.
- 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 the Contractor to provide product(s) to the Agency.
- F. "Purchase Order" means a fully executed purchase document issued by the Central Purchasing Division 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 who do not need extensive education or specialty training or licensing. Services exclude 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 to purchase 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.

- 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. 25110, 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 that itemizes the materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.
- 2) Delivery shall be made upon arrival of ordered items. Contractor shall notify the Agency of anticipated delivery and if the complete 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 or 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 Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving 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 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 Central 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 the 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 March 20, 2026, 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 ten 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.

**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 of interest.
- 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 adequately serving the Agency's needs, at the sole discretion of the Agency.

**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 that it has not, either directly or indirectly, taken action to restrain 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 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 brought in the First Judicial District Court, Santa Fe County, State of New Mexico.

**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 by personal delivery or by email, as provided below:

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

**CONTRACTOR:** Jorge Garcia  
Product Service Support Representative  
Wagner Equipment Company  
18000 Smith Road  
Aurora, CO 80011  
Email: garcia\_jorge@wagnerequipment.com  
Copy to: risk@wagnerequipment.com

- B. 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.
- C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.
- D. 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.

**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:**

\_\_\_\_\_  
Lee Garcia  
Chairperson

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

**ATTEST:**

\_\_\_\_\_  
Andréa Salazar  
Santa Fe City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
Jorge Garcia  
Product Service Support Representative  
Wagner Equipment Company

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

**EXHIBIT A**

## **ITEMS / SERVICES TO BE PROVIDED**

### **ITB No. 25110**

#### **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 Contractor. 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. Contractor 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 60-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: AccountsPayable@sfswma.org

### 3. LIST OF OFF-ROAD HEAVY EQUIPMENT

<b>Covered</b>	<b>Not Covered</b>	<b>Year/Make/Model/Description</b>
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		2022 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		2022 Caterpillar 308CR Excavator
X		2005 Caterpillar 242B Skid Steer Loader
	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)

<b>Covered</b>	<b>Not Covered</b>	<b>Year/Make/Model/Description</b>
	X	2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine)
	X	2017 Toyota Forklift
	X	2014 Toyota 8FGU30 Forklift
	X	1994 Hyster Forklift
	X	Eagle Tire Cutter Tuff Cut
	X	Eagle Tire De-Rimmer
	X	2022 John Deere 5090E 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	Ingersoll Rand Air Compressors
	X	Tyco Fire Suppression System on Select Equipment
	X	All Case Equipment
X		All Caterpillar Equipment
	X	All Komatsu Equipment
X	X	All Volvo Equipment

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**4. CONTRACTOR'S UNIT PRICING**

**Wagner Equipment Company**

**Contact:** Jorge Garcia  
**Address:** 18000 Smith Road  
 Aurora, CO 80011

**Phone:** (505) 526-3631  
**Email:** garcia\_jorge@wagnerequipment.com

<b>Service Labor Class</b>	<b>Service Labor Rate/Hour</b>	<b>Emergency Service Labor Rate/Hour</b>
Shop Service Technician	\$182.00	\$182.00
Field Service Technician	\$182.00	\$182.00
Shop Mechanic	\$182.00	\$182.00
Field Mechanic	\$182.00	\$182.00
Shop Laborer	\$182.00	\$182.00
Field Laborer	\$182.00	\$182.00
Machinist	\$182.00	\$182.00
Fabricator	\$182.00	\$182.00
<b>Parts</b>		
Discount off Parts	See Attached	
<b>Miscellaneous Charges and Travel</b>		
Machine Cleaning	\$728 (Lump Sum)	
Trip Charge (if not included in field labor rates)	\$3.30/mile	

**The following discounts from Wagner Equipment Co. will apply:**

<b>PRODUCTS</b>	<b>PSCS PROGRAM ID</b>	<b>DISCOUNT (%)</b>
CAT Filters	NAT-PR-4	25
CAT Batteries	NAT-ELE-3030	25

**CAT/GET / Under/Carriage**

<b>PRODUCTS</b>	<b>PSCS PROGRAM ID</b>	<b>DISCOUNT (%)</b>
GET – Preferred Customer Parts Discount	NAT-GET-2	30
GET-Adapters & Base Edge	NAT-GET-3186	25
U/C Traditional Platform	NAT-UC-3062	25
U/C TTT & HEX Medium/Heavy Duty	NAT-UC-3055	15
U/C CI General Duty TTT & HEX	NAT-UC-54	25

**Customer Signature Authorization**

Customers Name & Title: Randall Kippenbrock, Executive Director

E-Mail Address: rkippenbrock@sfswwa.org

Signature: *Randall Kippenbrock* Date: 5/23/23

**Wagner Representatives / Managers / Supervisors**

Name Jorge Garcia Signature *Jorge Garcia* Title PSSR Date: 5/23/23  
(Printed Name)

Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date: \_\_\_\_\_  
(Printed Name)

Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date: \_\_\_\_\_  
(Printed Name)

Wagner Equipment Company Branch Location: **Albuquerque, NM**

**ATTACHMENT 8**

**ITB No. 25110 – Price Agreement for Off-Road Heavy Equipment Repairs  
(Parts and Labor) without Appendices**

CITY OF SANTA FE  
CENTRAL PURCHASING OFFICE

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

**INVITATION TO BID**

**OFF-ROAD HEAVY EQUIPMENT REPAIRS  
(PARTS AND LABOR)**

**ITB # 25110**

**NIGP COMMODITY CODE:  
92931, 92935, 92958, 92985**

**DUE:**

**February 11, 2025  
2:00 PM Mountain Time**

# ITB SCHEDULE

**ITB # 25110**

EVENT	DATE
Advertisement/Release Date	January 31, 2025
Deadline to Submit Questions	February 6, 2025
Deadline to Respond to Written Questions and Any Addendum	February 7, 2025
Receipt of Bids	February 11, 2025, at 2:00 p.m. <b>Mountain</b> Time Bids are to be uploaded to the following ShareFile link: <a href="https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx">https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx</a>
Recommendation of Award to Joint Powers Board	February 20, 2025

The Agency reserves the right to modify the dates and times mentioned above or withdraw the ITB due to significant justification(s) in the Agency's best interest.

**BID OPENING:** Bid opening will be accomplished through a Microsoft Teams meeting as follows:

Date: Per ITB Schedule

Time: 2:00 PM Mountain S/D Time (US and Canada) (4:00 PM Eastern S/D Time)

Web Address:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YWFjZmRiZDYtYzlkOC00ZDA4LWJkMzMtY2Y5MmFINWY5ZGIw%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%221a05b75d-789e-4d46-849e-c34d09c04400%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWFjZmRiZDYtYzlkOC00ZDA4LWJkMzMtY2Y5MmFINWY5ZGIw%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%221a05b75d-789e-4d46-849e-c34d09c04400%22%7d)

All Bidders must notify the CPO or designee if any employee(s) of the Agency or the office of CPO have a financial interest in the Bidder:

**No financial interest**       **Yes financial interest**

If yes specify by name: \_\_\_\_\_

## BIDDER FORM

Having read the Terms and Conditions and examined the Scope of Work (SOW) and Specifications for ITB No. 25110, we hereby submit this Bidder Form, Bid Sheet and other required information.

Company Name: \_\_\_\_\_

d/b/a (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Area Code + Phone Number: \_\_\_\_\_

NM Gross Receipts Tax # (CRS) \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Payment terms: \_\_\_\_\_ (e.g., net 30 days. Discount will not be considered - see "Terms and Conditions.")

Delivery for this ITB will be Caja del Rio Landfill, 149 Wildlife Way, Santa Fe, NM 87506.

Contractor's Delivery: \_\_\_\_\_ (May be considered in the award)

Authorized Signature: \_\_\_\_\_ Print or type name: \_\_\_\_\_

Signatory Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

No addenda or amendment will be issued three (3) days before the date for receipt of bids, except an addenda or amendment withdrawing the ITBs or postponing the date for receipt of bids.

If applicable, the Bidder hereby acknowledges receipt of the following addenda or amendment:

Addenda/Amendment No. \_\_\_\_ Dated: \_\_\_\_\_ Addenda/Amendment No. \_\_\_\_ Dated: \_\_\_\_\_

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document and any additional bidding instructions or requirements.

**Mailed, Faxed, and Emailed bids will not be accepted.**

## TERMS AND CONDITIONS

(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or their designee approves a purchase document in response to the bid, a binding contract is created.
2. **Assignment:** Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the Central Purchasing Division. Under this order, no such consent shall relieve the Contractor's obligations and liabilities.
3. **Variation in Quantity:** No increase in the SOW of services or items after award will be accepted, unless means were provided for within the contract documents. Decreases in the SOW of services, or items can be made upon request by the Agency or if such variation has been caused by documented conditions beyond the Contractor's control, and then only to the extent, as specified elsewhere in the contract documents.
4. **Default:** The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the Contractor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The 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 the Contractor and these causes have been made known to the Agency in written form within five working days of the 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 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.
5. **Items:** All bid items are to be new and of the most current production unless otherwise specified.
6. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
7. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible items (goods) rejected at the destination for non-conformance with specifications shall be removed at the Contractor's risk and expense promptly after notice of rejection.
8. **Packing, Shipping and Invoicing:**
  - a) The Central Purchasing Division's purchase order number, Contractor's name, Agency's name and location shall be shown on each packing slip, delivery ticket, package, bill of lading and other correspondence concerning the shipments. The Contractor shall accept the Agency's count as final and conclusive on all shipments not accompanied by a packing slip.
  - b) The Contractor's invoice shall be submitted duly certified and contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each complete shipment.
  - c) Invoices must be submitted to Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506, and not the City of Santa Fe.

**9. Method of Payment:**

- a) Every effort will be made to process payments within thirty (30) days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.
- b) Contractor must register with the City of Santa Fe's Enterprise Resource Planning (ERP) System. Contractor's failure to do so will experience delays in the processing of invoices and will not be able to do business with the Agency. Contractor can register online at:

<https://santafenm.munisselfservice.com/Vendors/default.aspx>.

**10. Payment Provisions:** All payments under this Agreement are subject to the following provisions.

- a) Acceptance - In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the product or services provided meet specifications. Until the Agency accepts the products or services in writing, the Agency shall not pay for any products or services. Unless otherwise agreed upon between the Agency and the Contractor, within thirty (30) days from the date the Agency receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the Agency shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the Agency gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- b) Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the invoice date. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The Agency agrees to pay in full the balance shown on each account's statement by the due date shown on said statement.

**11. Taxes:** The Agency is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for services. A tax-exempt certificate will be issued upon written request to the Purchasing Office. Such tax or taxes shall be added at the time of invoicing at the current rate and shown as a separate item to be paid by the Agency.

**12. Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies 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 to the Agency by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

**13. Price Adjustments:** Unit prices for services and items quoted by the Contractor are to be firm for the duration of the contract. A request for a price adjustment due to an increase or decrease in cost of living, fuel or product manufacturer/supplier is subject to approval by the Agency. The Contractor shall submit to the Agency sufficient justification to support the request.

**14. Late Delivery:** It is expressly understood and agreed that, as a result of the public interest and because of the monetary losses that the Agency may incur as a result of failure to deliver the items and services described in the contract on time, that time is of the essence in the performance of this Agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated nor calculated. At the option of the Chief Procurement Officer, the Agency may invoke the default provisions of the Agreement contained herein.

- 15. Agency Furnished Property:** Agency furnished property shall be returned to the Agency upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- 16. Workers' Compensation:** The Contractor agrees to comply with State laws and rules on Workers' Compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required, this Agreement may be terminated by the Agency.
- 17. Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Agency are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without the prior written consent of the Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to ensure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.
- 18. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Agreement's term and effect, and retain them for three (3) years from the date of final payment under this Agreement. The 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 billings before and after payment. Payment for services under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.
- 19. Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
- 20. Non-Collusion:** In signing this bid, the Contractor certifies they have not, directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or their designee.
- 21. Nondiscrimination:** Contractor doing business with the Agency must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
- 22. Penalties:** NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
- 23. Power of Attorney:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 24. No additional terms and/or conditions will be accepted.**

# INFORMATION FOR BIDDERS

## 1. ITB Access and Bid Submission

Solicitation packets are available in Bid Central through VSS, see the link below to gain access.

**VSS: <https://cityofsantafenmvendors.munisselfservice.com/Vendors/default.aspx>**

(On the Bid page, click on “Search,” to find the ITB. Anyone may view the ITB without logging in, however, you must be a registered vendor and logged in, to “Create Bid.”)

To register, follow the Vendor Self Service (VSS) link below. Please ensure your registration profile at minimum, has the commodity codes listed on the ITB. It is your responsibility to keep your profile up to date based on the products and services your company provides.

It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via Munis Bid Central (link below) by the Bid due date and time. Such submissions will be considered sealed. Bidders must ensure their bids are correct, accurate, and correspond with any amendments before submission. Complete and submit all required documents, including specifications, supporting materials, certificates, pricing, etc., through Bid Central as per instructions to form a complete, responsive bid (NMSA 1978, Sections 13-1-82 through 13-1-84 and 13-1-133).

The Santa Fe Solid Waste Management Agency (herein called "Agency") invites bidder(s) to submit their bid electronically on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Central Purchasing Division of the City of Santa Fe until 2:00 p.m. Mountain Time as per ITB Schedule. Bids are to be uploaded to the following link:

**<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>**

Procurement amendments are processed through Bid Central. If amendments (addenda) are processed before bids are submitted, ensure bids reflect the amendments; after bids are submitted, bidders must update the bid by clicking “modify” and updating the associated area(s)\* to ensure bid reflects the amendment.

\*Bidders must replace the previously submitted documents if the amendment affects uploaded documents.

Bidders must ensure adequate time is allowed for large uploads and to fully complete bid submittal by the deadline. Bids that are not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, bids that are not received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

**LATE BIDS WILL NOT BE ACCEPTED.** Bid Central will kick you out if bid is not submitted in time.

## 2. Preparation of Bid

All blank spaces for bid prices must be filled in, hand or type written. Any line item listed that is not applicable to the bidders’ services, indicate as such by entering “N/A” for the line item. Zero discount on parts, indicate as such by entering a ‘0’. Bids must be in Word or PDF format.

**Special Notice** – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten.

This ITB may be canceled or any and all bids may be rejected in whole or in part whenever the Agency determines it is in the Agency's best interest to do so.

### **3. Bid Tabulations**

Bid tabs will be posted to the Central Purchasing Office's website after the bid opening date. To access it, go to: [https://www.santafenm.gov/bid\\_tabulations](https://www.santafenm.gov/bid_tabulations).

### **4. Correction or Withdrawal of Bid**

A bid containing a mistake discovered before bid opening may be modified or withdrawn by the Bidder before the deadline for receipt of bids by emailing a written notice to [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov). Withdrawn bids may be resubmitted up to the time and date designated for the receipt of bids, provided they are then fully in conformance with the ITB.

### **5. Interpretations and Addenda**

No oral interpretation of the meaning of any section of the ITB will be binding. Oral communications are permitted to assess the need for an addendum. Any questions concerning the ITB must be addressed prior to the date set for receipt of bids.

Every request for such interpretations should be submitted via email to Danita Boettner at [dboettner@sfswwa.org](mailto:dboettner@sfswwa.org) and to be given consideration must be received at least five (5) days prior to the date set for receipt of bids. Other Agency employees do not have the authority to respond on behalf of the Agency.

Any and all such interpretations and any supplemental instruction will be in written addenda to the ITB, which, if issued, will be sent to all prospective Bidders through Vendor Self Service (VSS) not later than three (3) days prior to the date set for receipt of bids. Failure of any Bidder to receive any such addenda or interpretations shall not relieve Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

Addenda may be obtained from Danita Boettner via email at [dboettner@sfswwa.org](mailto:dboettner@sfswwa.org) or website [https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps).

The Agency reserves the right not to comply with these time frames mentioned above if an addendum is required to extend the bid deadline or cancel the ITB due to significant justification(s) that are in the Agency's best interest.

### **6. Laws and Regulations**

The Bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over the subject of this ITB shall apply to the ITB throughout, which will be deemed to be included in the ITB the same as though written out in full.

### **7. Disclosure of Bid Contents**

All bids and documents pertaining to the bid shall be opened publicly. Each bid, except those portions for which a bidder has made a written request for confidentiality, shall be open to public inspection. Any data, which a bidder believed should be kept confidential shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

### **8. Brand Name or Equal Specification**

In accordance with NMSA 1978, Section 13-1-168, all brand names specified in this bid are not meant to be restrictive but used as descriptive or equal specification.

Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the

Bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.

The Agency reserves the right to evaluate “or equal” or any line of the SOW that does not exactly meet the requirements. The Agency also reserves the right to evaluate based on the make and model submitted by the bidder and review all specifications to ensure that make and model meets or exceeds the specifications listed in the SOW and deny the bid with justification if the minimum requirements are not met.

## **9. Method of Award**

The Agency also reserves the right to award to multiple Bidders to meet the needs of the Agency in accordance with NMSA 1978, Section 13-1-153.

The ITB sets forth all specifications to be used in determining acceptability. An acceptability evaluation is not conducted for the purpose of determining whether one bidder’s item is superior to another’s, but only to determine that a bidder’s offering is acceptable as set forth in the ITB. Any bidder’s offering which does not meet the acceptability requirements shall be rejected as non-responsive.

Following determination of acceptability as set forth in the ITB, if any is required, bids will be evaluated to determine which bidder offers the lowest cost to the Agency in accordance with the evaluation criteria set forth in the ITB. Only objectively measurable criteria that are set forth in the ITB shall be applied in determining the lowest bidder.

Awards may be determined by total or lifecycle costing. Life-cycle costing shall take into account operative, maintenance, and money costs, other costs of ownership and usage and resale or residual value, in addition to acquisition price, in determining the lowest bid cost over the period the item will be used.

In addition, the CPO or designee shall have the right to waive technical irregularities.

## **10. Identical Bids**

If two or more identical bids are received, the Chief Procurement Officer will apply the process described in NMSA 1978, Section 13-1-110 of the New Mexico Procurement Code.

## **11. Contract Award**

The Agency anticipates awarding the contract(s) during the regular scheduled Joint Powers Board meeting on February 20, 2025; however, the meeting's date is tentative and subject to change without notice.

## **12. Rejection or Cancellation of Bid**

The ITB may be canceled, and any or all bids may be rejected in whole or in part, when it is in the Agency's best interest. Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in favor of the Agency. A determination containing the reasons shall be made part of the project file (NMSA 1978, Section 13-1-131).

## **13. Prohibit Bidding**

If any Bidder is of the opinion that the specifications as written preclude them from submitting a bid on this ITB, the Bidder should make their opinion known to the CPO or their designee, in writing, at least seven (7) days prior to the bid opening date.

## **14. Protest Deadline**

Any protest by a Bidder must be timely submitted and conform to NMSA 1978, Section 13-1-172 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the contract award and will end by the close of business fifteen (15) calendar days after the contract award. Protests must be written and must include the protestor's name and address and the ITB number. Protests must also contain a statement of grounds

for protest, including appropriate supporting exhibits, and specify the ruling requested. Protests must be addressed and delivered to:

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

Protests received after the deadline will not be accepted. The Agency reserves the right to implement the terms of the contract with the successful Bidder during the pendency of the protest.

### 15. Agency Rights

The Agency reserves the right to accept all or a portion of a bid.

### 16. Right to Publish

Throughout this procurement process and contract term, potential Bidders and contractors must secure from the Agency written approval before releasing any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bidder's bid or termination of the contract.

### 17. Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances)

Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances). The vendor must comply with the current living wage rate and requirements posted on these pages:

<https://www.santafecountynm.gov/livingwage>  
<https://santafenm.gov/economic-development/business-resources/living-wage-information>

### 18. Preferences

**New Mexico Resident / Native American Resident / Veteran Resident Business Preferences:** To receive the Preference pursuant to NMSA 1978, Section 13-1-22 (as amended), the Bidder **must** submit a copy of a valid Resident Business certificate issued by the New Mexico Department of Taxation and Revenue with its bid.

When a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a:

- (1) New Mexico resident business or Native American resident business to be eight percent lower than the bid actually submitted; or
- (2) resident veteran business or Native American resident veteran business with annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted.

**The New Mexico Resident Business or Native American Resident Business Preference is not cumulative with the New Mexico Resident Veteran Business or Native American Resident Veteran Business Preference.**

**Local Preference:** Local preference is not applicable pursuant to the County's 2013 Purchasing Procedures and Finance Policy.

## **BIDDER SUBMITTAL CHECKLIST**

- BIDDER FORM** must be signed by an authorized representative of the company.
- BID SHEET.** Verify the total written dollar amount matches the total dollar number. Do amounts total correctly? In the event of discrepancies, the dollar value which is WRITTEN out is legally considered the valid price.
- ADDENDA or AMENDMENT** - acknowledge any addenda issued in reference to this ITB.
- OFF-ROAD EQUIPMENT LIST**
- BASIC QUALIFICATION STANDARDS QUESTIONNAIRE**
- BIDDER QUESTIONNAIRE**
- LIST OF ADDITIONAL MANUFACTURERS/BRANDS SUPPORTED BY YOUR COMPANY,** if applicable.
- COPY OF CITY OF SANTA FE AND/OR SANTA FE COUNTY BUSINESS LICENSE**
- COPY OF STATE OF NEW MEXICO GROSS RECEIPTS TAX (BTIN) OR TAX IDENTIFICATION NUMBER OF RELEVANT STATE THE BIDDER RESIDES.**
- COPY OF NEW MEXICO PREFERENCE CERTIFICATE (RESIDENT BUSINESS, VETERANS' OR NATIVE AMERICAN)** issued by the New Mexico Department of Taxation and Revenue, if applicable.

## DEFINITIONS AND TERMS

1. **Addendum or Amendment:** a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Invitation to Bid.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **Bidder:** means the companies or firms submitting a bid in response to this Invitation to Bid.
4. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
5. **Central Purchasing Office:** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
6. **Chief Procurement Officer:** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
7. **City:** means the City of Santa Fe.
8. **Close of Business:** means 5:00 p.m. Mountain Time.
9. **Contractor:** means the successful Bidder who enters into a binding contract/agreement.
10. **Contract/Agreement:** means the Agency's Services Agreement for the procurement of items of tangible personal property, services or construction, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms.
11. **Desirable:** means the terms "can," "may," and "should" indicate a discretionary item or factor.
12. **Determination:** means the written documentation of the Chief Procurement Officer's decision, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (NMSA 1978, Section 13-1-52).
13. **Invitation to Bid:** or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting bids (NMSA 1978, Section 13-1-102).
14. **Joint Powers Board (JPB):** means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
15. **Landfill:** means the Caja del Rio Landfill.
16. **Mandatory:** means the terms "must," "shall," "will," "is required," and "are required" indicate a mandatory item or factor that will result in the rejection of the Bidder's bid.
17. **Multi-Term Contract:** means a contract having a term longer than one year (NMSA 1978, Section 13-1-68).
18. **Purchase Order:** means a fully executed purchase document issued by the City that specifies the items and services to be provided by the Contractor.

- 19. Responsible Bidder:** means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that the Bidder's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the invitation to bid (NMSA 1978, Section 13-1-82).
- 20. Responsive Bid:** means an offer that conforms materially to the requirements in the invitation to bid. Material respects of the invitation to bid include, but are not limited to, price, quality, quantity or delivery requirements (NMSA 1978, Section 13-1-84).
- 21. Services:** means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but do not include construction or the services of employees of the Agency (NMSA 1978, Section 13-1-87).
- 22. Staff:** means any individual who is a full-time, part-time, or independently contracted employee with the Bidders' company.
- 23. Written:** means typewritten on standard 8½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## SCOPE OF WORK

### 1. Purpose

Establish a Price Agreement(s) for Off-Road Heavy Equipment Repairs for the Santa Fe Solid Waste Management Agency (Agency) to properly maintain equipment located at both the Caja del Rio Landfill (Landfill), 149 Wildlife Way, Santa Fe, NM 87506 and the Buckman Road Recycling and Transfer Station (BuRRT), 2600 Buckman Road, Santa Fe, NM 87507.

### 2. Background and Summary

The Santa Fe Solid Waste Management Agency operates a variety of off-road heavy equipment in support of its operations. A list of all equipment covered by the ITB is attached to this document as APPENDIX A. The Agency performs routine maintenance service on all of its equipment and conducts minor repairs as its resources allow.

This ITB seeks to establish a standing price agreement with qualified vendors/repair facilities for equipment parts and repairs beyond the capacity of the Agency's in-house equipment maintenance department.

### 3. 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 that 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 Contractor. 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. Contractor 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.

#### **4. Basic Qualifications**

Bidders must indicate the specific equipment they have the capacity to offer services for based on the list provided in Appendix A. This list includes all off-road heavy equipment currently owned and operated by the Agency, additional off-road heavy equipment may be added to the Agency's heavy equipment inventory and shall be covered by this agreement.

Bidders responding to this solicitation must meet basic qualification standards established in this ITB, and itemized below. Bidders shall complete the questionnaire, attached to this ITB as APPENDIX B, to demonstrate their capacity to perform the services requested in this ITB.

Bidder is required to indicate either "meets or exceeds specifications" or "does not meet specifications" by placing a check in the appropriate "YES" or "NO" column. Failure to indicate either "YES" or "NO" will be evaluated as "does not meet specifications".

<b>Meets or Exceeds Specification?</b>	<b>Basic Qualification Standards Questionnaire</b>
Y <input type="checkbox"/> N <input type="checkbox"/>	Bidder has the knowledge and capability to repair fleet vehicles, heavy-duty trucks and/or trailers in-house.
Y <input type="checkbox"/> N <input type="checkbox"/>	Factory trained service technicians.
Y <input type="checkbox"/> N <input type="checkbox"/>	Repair facility within 80 miles of Santa Fe, NM.
Y <input type="checkbox"/> N <input type="checkbox"/>	Past experience with repairs, parts and/or service of off-road heavy equipment.
Y <input type="checkbox"/> N <input type="checkbox"/>	Access to factory service, repair and parts manuals for covered equipment.
Y <input type="checkbox"/> N <input type="checkbox"/>	Transportation of equipment from Agency facilities to Bidder's repair facility (shop). Transportation services include, but are not limited to, towing, trailering, over-sized loads, over-weight loads, etc.
Y <input type="checkbox"/> N <input type="checkbox"/>	Field service – on-site field diagnostics and repairs (at Agency's facilities).
Y <input type="checkbox"/> N <input type="checkbox"/>	Shop service – off-site repairs (at Bidders facilities).
Y <input type="checkbox"/> N <input type="checkbox"/>	Parts discount off published/retail cost (list price).
Y <input type="checkbox"/> N <input type="checkbox"/>	Labor/service hourly rates by class.
Y <input type="checkbox"/> N <input type="checkbox"/>	All work to be professionally diagnosed prior to repairs being performed. Bidder shall notify Agency of Diagnostic results and the Agency will issue a written estimate of repair costs (hourly labor charges, parts, materials, number of days the equipment will be down for repairs, etc.). In the event a partial or complete tear-down is required to diagnose repair, Bidder must receive written authorization from the Agency prior to commencing tear-down.
Y <input type="checkbox"/> N <input type="checkbox"/>	Respond to all requests for repair within three (3) hours of notification.
Y <input type="checkbox"/> N <input type="checkbox"/>	All repairs to be completed within fifteen (15) working days of receipt by Bidder of Notice to Proceed from the Agency. This period may be extended at the option of the Agency and such an extension shall be documented in writing.
Y <input type="checkbox"/> N <input type="checkbox"/>	Carries an adequate inventory supply of parts and materials to serve the Agency's needs without undue delays. If the Bidder does not have required parts and materials on hand, Bidder has ready access to same from a third-party vendor.
Y <input type="checkbox"/> N <input type="checkbox"/>	Agency retains ownership of, and reserves the rights to request return of for inspection, any part(s), accessory(ies), assembly(ies) or sub-assembly(ies) replaced on equipment to affect the repair.
Y <input type="checkbox"/> N <input type="checkbox"/>	All parts, fluids and materials must be new and conform to original manufacturer's specification. Rebuilt assemblies or parts may be used with the approval of the Agency.
Y <input type="checkbox"/> N <input type="checkbox"/>	If required, the selected Bidders shall provide towing of large equipment to the Bidder's specialized repair facilities (shops). The Bidders shall be licensed to tow/transport heavy equipment within the State of New Mexico and shall follow all applicable NMDOT rules and regulations.
Y <input type="checkbox"/> N <input type="checkbox"/>	If the repairs are not properly performed, the equipment shall be returned for corrective repairs at no additional cost to the Agency.
Y <input type="checkbox"/> N <input type="checkbox"/>	Comply with federal, state, and local environmental regulations. No additional charge will be accepted by the Agency for the legal disposal of any used fluids or parts such as motor oil, anti-freeze, batteries, tires, etc.

**BID SHEET**  
**ITB No. 25110**  
**Santa Fe Solid Waste Management Agency**  
**Off-Road Heavy Equipment Repairs (Parts and Labor)**

**SERVICE LABOR RATES<sup>1</sup>**  
7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays

<b>ITEM</b>	<b>SERVICE LABOR CLASS</b>	<b>UNIT</b>	<b>PRICE<sup>2</sup></b>
1	Shop Service Technician	Per Hour	\$
2	Field Service Technician	Per Hour	\$
3	Shop Mechanic	Per Hour	\$
4	Field Mechanic	Per Hour	\$
5	Shop Laborer	Per Hour	\$
6	Field Laborer	Per Hour	\$
7	Machinist	Per Hour	\$
8	Fabricator	Per Hour	\$

<b>ERGENCY SERVICE LABOR RATES<sup>1</sup></b>			
5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends, excluding holidays.			
<b>ITEM</b>	<b>SERVICE LABOR CLASS</b>	<b>UNIT</b>	<b>PRICE<sup>2</sup></b>
9	Shop Service Technician	Per Hour	\$
10	Field Service Technician	Per Hour	\$
11	Shop Mechanic	Per Hour	\$
12	Field Mechanic	Per Hour	\$
13	Shop Laborer	Per Hour	\$
14	Field Laborer	Per Hour	\$
15	Machinist	Per Hour	\$
16	Fabricator	Per Hour	\$
<b>PARTS</b>			
<b>ITEM</b>	<b>PRICING BASIS</b>	<b>UNIT</b>	<b>PERCENTAGE</b>
17	Discount off Parts <sup>3</sup>	Percent	%
<b>MISCELLANEOUS CHARGES AND TRAVEL</b>			
Round Trip from Agency's Facilities to Bidder's Location			
<b>ITEM</b>	<b>SERVICE CLASS</b>	<b>UNIT</b>	<b>PRICE<sup>1</sup></b>
18	Machine Cleaning	Lump Sum	\$
19	Trip Charge (if not included in service labor rate)	Per Mile	\$

<sup>1</sup>Any line item listed that is not applicable to the Bidder's services, indicate as such by entering 'N/A' for the line item.

<sup>2</sup>Excluding NMGRT

<sup>3</sup>Zero discount on parts, indicate as such by entering a '0'

<sup>4</sup>Service Class items listed are applicable to the Bidder's that have the ability to provide the services. Pricing must be presented as a unit rate for service to be provided by Bidder.

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director *RLK*  
**Date:** March 17, 2025  
**Subject:** Request for Approval of Resolution 2025-\_\_\_\_, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency

**SUMMARY**

The proposed Resolution 2025-\_\_\_\_ rescinds Resolution 2024-1 – related to the New Mexico Open Meetings Act – and adopts annual notice requirements for 2025.

The Open Meetings Act requires a public body to "determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body" [NMSA 1978, Section 10-15-1 (D)].

The proposed Resolution 2025-\_\_\_\_ updates language on how notices are posted for regular, special, and emergency meetings.

The proposed resolution updates language for special and emergency meetings that the Chairperson may schedule.

The proposed resolution includes language for closed meetings (executive sessions).

The proposed resolution updates the public health emergency provisions.

The proposed resolution maintains language on how board members and the public may attend and participate in meetings.

The proposed resolution also maintains language for the Agency to provide information on the agendas on how members of the public can listen and participate in meetings remotely.

There are no other substantive differences between the proposed and current resolutions.

**ACTION REQUESTED**

The Agency recommends approval of Resolution 2025-\_\_\_\_\_.

Attachments:

- 1) Proposed Resolution 2025-\_\_\_\_. A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency
- 2) Redline Version of Resolution 2024-1

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**ATTACHMENT 1**

**Proposed Resolution 2025-\_\_\_\_**  
**A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid  
Waste Management Agency**

# SANTA FE SOLID WASTE MANAGEMENT AGENCY

## RESOLUTION NO. 2025-1

### A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

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**WHEREAS**, NMSA 1978, Section 10-15-1 *et seq.*, as amended, ("Open Meetings Act" or the "Act"), provides that all meetings of a quorum of members of any board, commission, or other policy-making body of any agency or authority of any county, municipality, district or any political subdivision, held for the purpose of formulating public policy, including the development of personnel policy, rules, regulations, or ordinances, discussion of public business or taking any action within the authority or the delegated authority of any board are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution of New Mexico or the Open Meetings Act; and

**WHEREAS**, the Open Meetings Act further provides that any meetings at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs, and at which a majority or quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public; and

**WHEREAS**, the Act further requires a public body to determine in a public meeting at least annually what notice is reasonable when applied to that body; and

**WHEREAS**, the Santa Fe Solid Waste Management Agency (the "Agency") desires to also address in its Open Meetings Act Resolution how board members and the public may attend and participate in its public meetings; and

**WHEREAS**, the Agency will include information on its agendas as to how members of the public can listen and participate in meetings remotely; and

**WHEREAS**, the Agency now desires to adopt this Open Meetings Act Resolution in compliance with the Act's requirement for annual determination of reasonable notice for meetings of the Agency.

**NOW, THEREFORE, BE IT RESOLVED BY THE SANTA FE SOLID WASTE MANAGEMENT AGENCY THAT:**

1. Regular, Special and Emergency Meetings shall be held as follows:
  - a. Regular Meetings: Regular meetings shall be held as determined by the Agency, and notice to the public of any and all regular meetings shall be given at least seven (7) days in advance of any meeting of a quorum of the Board held for the purpose of taking any action within the authority of the Board. Notice of regular meetings shall be posted on the Agency's website, <https://www.sfswma.org/about-us/bidsagendasminutes/>, and the City of Santa Fe's CivicClerk portal, <https://santafenm.portal.civicclerk.com/>. Notice of meetings shall also be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.
  - b. Special Meetings: Special meetings may be scheduled by the Chairperson at such time and place as in the opinion of the Chairperson a special meeting should take place to consider and take action on public business. Notice of such special meetings shall be posted on the Agency's website, <https://www.sfswma.org/about-us/bidsagendasminutes/>, and the City of Santa Fe's CivicClerk portal, <https://santafenm.portal.civicclerk.com/>, at least seventy-two (72) hours prior to the public meeting. Notice of meetings shall also be provided to broadcast stations

licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.

- c. Emergency Meeting: Emergency meetings may be scheduled by the Chairperson to consider any matter which could not have been anticipated and which threatens the health, welfare or safety of the citizens of Santa Fe County or to protect the Agency from substantial financial loss if not addressed immediately by the Agency. Emergency meetings may be conducted at a time and place designated by the Chairperson. Notice of such meetings shall be posted on the Agency's website, <https://www.sfswma.org/about-us/bidsagendasminutes/>, and the City of Santa Fe's CivicClerk portal, <https://santafenm.portal.civicclerk.com/>, at least twenty-four (24) hours prior to the emergency meeting, if possible. If twenty-four (24) hours advance notice cannot be given, notice shall be posted as soon as possible under the circumstances. Notice for emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Notice of meetings shall also be provided to broadcast stations licensed by the Federal Communication Commission and newspapers of general circulation that have made a written request for notices. Within ten (10) days of taking action on an emergency matter, the Agency shall report to the attorney general's office the action taken and the circumstances creating the emergency.
- d. Agendas: Any notice for meetings of the Board shall include an agenda containing a list of specific items of business to be discussed or transacted at the meeting, or information on how the public may obtain a copy of an agenda. At least seventy-two (72) hours before a regular or special meeting, the agenda shall be made

available on the Agency's website, <https://www.sfswma.org/about-us/bidsagendasminutes/>, and the City of Santa Fe's CivicClerk portal, <https://santafenm.portal.civicclerk.com/>.

- e. Closed Meetings (Executive Sessions): The Agency may close a meeting to the public only if the subject matter of discussion or action to occur in the closed meeting is exempted from the open meeting requirement under NMSA 1978, Section 10-15-1(H) of the Open Meetings Act. Procedures for closing a meeting to the public are as follows:
  - i. If any meeting is closed during an open meeting, such closure shall be approved by a roll call majority vote of a quorum of the Agency taken during the open meeting. The authority for the closure and the subjects to be discussed shall be stated with reasonable specificity in the motion for closure, and the vote on the closure of each board member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in a closed meeting.
  - ii. A closed meeting may be scheduled and conducted separately from an open meeting if advance notice of the closed meeting, appropriate under the circumstances, states the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the public.
  - iii. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters

discussed in the closed meeting were limited only to those specified in the motion for closure or the notice for the closed meeting.

iv. Except as provided in NMSA 1978, Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by a vote of the Board in an open public meeting.

f. Public Health Emergency Provisions: Notwithstanding any other provision of this Resolution, meeting locations, in-person meetings, posting requirements and any other deviation deemed necessary or advisable due to any public health emergency or conditions, including any emergency as may be declared by the New Mexico Department of Health or other public health authority, may be made, while taking into account any guidance provided by the New Mexico Attorney General's Office for public meetings during public health emergencies. Specifically, board members may participate remotely in meetings by conference telephone, video conference or other similar communications equipment provided that allows the public to hear and/or view the board meeting. Additionally, the Chairperson has the authority to take the following actions: (i) exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting either by telephone or video means; or (ii) cancel any meeting prior to commencement of such meeting to preserve the public health, safety and welfare.

2. **BE IT FURTHER RESOLVED**, that the Agency may recess and reconvene a meeting to a later day if, prior to recessing, the Agency specifies the date, time and place for continuation of the meeting, and immediately following the recessed meeting posts notice of the date, time and place of the reconvened meeting on or near the door of the place where the original

meeting was held and on the Agency's website, <https://www.sfswma.org/about-us/bidsagendasminutes/>. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.

3. **BE IT FURTHER RESOLVED**, that members of the public may attend a public body meeting in person or virtually. A board member may participate in a meeting by means of a conference telephone, video conference or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating remotely can be identified when speaking, all participants are able to hear each other at the same time, and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

4. **BE IT FURTHER RESOLVED**, that notwithstanding any provision contained herein, the Agency may establish such additional notice requirements as may be deemed necessary and advisable.

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5. **BE IT FURTHER RESOLVED**, that Resolution 2024-1 is hereby rescinded.

**PASSED, APPROVED, AND ADOPTED this 20<sup>th</sup> day of March 2025.**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

\_\_\_\_\_  
Lee Garcia  
Chair, Joint Powers Board

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

**ATTEST:**

\_\_\_\_\_  
Andréa Salazar  
Santa Fe City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

**ATTACHMENT 2**

**Redline Version of Resolution 2024-1**

# SANTA FE SOLID WASTE MANAGEMENT AGENCY

## RESOLUTION NO. ~~202425~~-1

### A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

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**WHEREAS**, NMSA 1978, Section 10-15-1 *et seq.*, as amended, ("Open Meetings Act" or the "Act"), provides that all meetings of a quorum of members of any board, commission, or other policy-making body of any agency or authority of any county, municipality, district or any political subdivision, held for the purpose of formulating public policy, including the development of personnel policy, rules, regulations, or ordinances, discussion of public business or taking any action within the authority or the delegated authority of any board are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution of New Mexico or the Open Meetings Act; and

**WHEREAS**, the Open Meetings Act further provides that any meetings at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs, and at which a majority or quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public; and

**WHEREAS**, the Act further requires a public body to determine in a public meeting at least annually what notice is reasonable when applied to that body; and

**WHEREAS**, the Santa Fe Solid Waste Management Agency (the "Agency") desires to also address in its Open Meetings Act Resolution how board members and the public may attend and participate in its public meetings; and

**WHEREAS**, the Agency will include information on its agendas as to how members of the public can listen and participate in meetings remotely; and

WHEREAS, the Agency now desires to adopt this Open Meetings Act Resolution in compliance with the Act's requirement for annual determination of reasonable notice for meetings of the Agency.

**NOW, THEREFORE, BE IT RESOLVED BY THE SANTA FE SOLID WASTE MANAGEMENT AGENCY THAT:**

1. Regular, Special and Emergency Meetings shall be held as follows:
  - a. Regular Meetings: Regular meetings shall be held as determined by the Agency, and notice to the public of any and all regular meetings shall be given at least seven (7) days in advance of any meeting of a quorum of the Board held for the purpose of taking any action within the authority of the Board. Notice of regular meetings shall be posted on the Agency's website, <https://www.sfswma.org/about-us/bidsagendasminutes/>, and the City of Santa Fe's CivicClerk portal, <https://santafenm.portal.civicclerk.com/>. ~~A notice shall be posted on the Agency's website and the City of Santa Fe's website, at least seven (7) days prior to the public meeting.~~ Notice of meetings shall also be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.
  - b. Special Meetings: Special meetings may be scheduled by the Chairperson ~~or by a majority of the Board~~ at such time and place as in the opinion of the Chairperson ~~or a majority of the Board~~ a special meeting should take place to consider and take action on public business. Notice of such special meetings shall be posted on the ~~Agency's website and the City of Santa Fe's website~~ Agency's website, <https://www.sfswma.org/about-us/bidsagendasminutes/>, and the City of Santa Fe's

CivicClerk portal, <https://santafenm.portal.civicclerk.com/>, at least seventy-two (72) hours prior to the public meeting. Notice of meetings shall also be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.

- c. Emergency Meeting: Emergency meetings may be scheduled by the Chairperson ~~or by a majority of the Board~~ to consider any matter which could not have been anticipated and which threatens the health, welfare or safety of the citizens of Santa Fe County or to protect the Agency from substantial financial loss if not addressed immediately by the Agency. Emergency meetings may be conducted at a time and place designated by the Chairperson ~~or by a majority of the Board, and notice.~~ Notice of such meetings shall be posted ~~on the Agency's website and the City of Santa Fe's website~~ on the Agency's website, <https://www.sfswma.org/about-us/bidsagendasminutes/>, and the City of Santa Fe's CivicClerk portal, <https://santafenm.portal.civicclerk.com/>, at least twenty-four (24) hours prior to the emergency meeting, if possible. If twenty-four (24) hours advance notice cannot be given, notice shall be posted as soon as possible under the circumstances. Notice for emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Notice of meetings shall also be provided to broadcast stations licensed by the Federal Communication Commission and newspapers of general circulation that have made a written request for notices. Within ten (10) days of taking action on an emergency matter, the Agency shall report to the attorney general's office the action taken and the circumstances creating the emergency.

- d. Agendas: Any notice for meetings of the Board shall include an agenda containing a list of specific items of business to be discussed or transacted at the meeting, or information on how the public may obtain a copy of an agenda. At least seventy-two (72) hours before a regular or special meeting, the agenda shall be made available ~~at the Santa Fe County Administration Complex, 100 Catron Street and the Santa Fe City Clerk's Office, 200 Lincoln Avenue, Santa Fe, New Mexico, and shall be posted on the Agency's website at [www.sfswma.org](http://www.sfswma.org).~~ on the Agency's website, <https://www.sfswma.org/about-us/bidsagendasminutes/>, and the City of Santa Fe's CivicClerk portal, <https://santafenm.portal.civicclerk.com/>.
- e. Closed Meetings (Executive Sessions): The Agency may close a meeting to the public only if the subject matter of discussion or action to occur in the closed meeting is exempted from the open meeting requirement under NMSA 1978, Section 10-15-1(H) of the Open Meetings Act. Procedures for closing a meeting to the public are as follows:
- i. If any meeting is closed during an open meeting, such closure shall be approved by a roll call majority vote of a quorum of the Agency taken during the open meeting. The authority for the closure and the subjects to be discussed shall be stated with reasonable specificity in the motion for closure, and the vote on the closure of each board member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in a closed meeting.
  - ii. A closed meeting may be scheduled and conducted separately from an open meeting if advance notice of the closed meeting, appropriate under the

circumstances, states the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the public.

iii. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion for closure or the notice for the closed meeting.

iv. Except as provided in NMSA 1978, Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by a vote of the Board in an open public meeting.

d.f. Public Health Emergency Provisions: Notwithstanding any other provision of this Resolution, meeting locations, in-person meetings, posting requirements and any other deviation deemed necessary or advisable due to any public health emergency or conditions, including any emergency as may be declared by the ~~WHO and/or the~~ New Mexico Department of Health or other public health authority, may be made, while taking into account any guidance provided by the New Mexico Attorney General's Office for public meetings during public health emergencies. Specifically, ~~b~~Board members may participate remotely in meetings by conference telephone, video conference or other similar communications equipment provided that allows the public to hear and/or view the board~~platforms or other similar communications equipment provided that means are provided to allow for the public to hear and/or view the Board~~ meeting. Additionally, the ~~Board~~ Chairperson

has the authority to take the following actions: (i) exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting either by telephone or video means; or (ii) cancel any meeting prior to commencement of such meeting to preserve the public health, safety and welfare.

2. **BE IT FURTHER RESOLVED**, that the Agency may recess and reconvene a meeting to a later day if, prior to recessing, the Agency specifies the date, time and place for continuation of the meeting, and immediately following the recessed meeting posts notice of the date, time and place of the reconvened meeting on or near the door of the place where the original meeting was held ~~and on the public bulletin board at the Santa Fe County Administration Complex or Santa Fe City Clerk's Office~~ and on the Agency's website, <https://www.sfswma.org/about-us/bidsagendasminutes/>. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.

3. **BE IT FURTHER RESOLVED**, that ~~a~~ members of the public may attend a public body meeting in person or virtually. A board member may participate in a meeting by means of a conference telephone, video conference or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating remotely can be identified when speaking, all participants are able to hear each other at the same time, and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

4. **BE IT FURTHER RESOLVED**, that notwithstanding any provision contained herein, the Agency may establish such additional notice requirements as may be deemed necessary and advisable.

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5. **BE IT FURTHER RESOLVED**, that Resolution 202~~34~~-1 is hereby rescinded.  
**PASSED, APPROVED, AND ADOPTED** this 2~~10~~<sup>10</sup>**th** day of March ~~2024~~<sup>25</sup>.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

~~Camilla Bustamante~~Lee Garcia  
Chair, Joint Powers Board

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

**ATTEST:**

~~Katharine E. Clark~~Andréa Salazar  
Santa Fe ~~County~~City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director <sup>RLK</sup>  
**Date:** March 17, 2025  
**Subject:** Request for Approval of the Material Transfer Agreement by and Between Glass to Glass Denver, LLC and Santa Fe Solid Waste Management Agency for Glass Recycling at the Glass to Glass Denver's Recycling Facility in Broomfield, CO

## SUMMARY

The Agency is requesting the Board approve a Material Transfer Agreement (Agreement) with Glass to Glass Denver for continued glass recycling at their facility in Broomfield, CO.

The Agreement is for two years and will expire on March 20, 2027. Per the Agreement, Glass to Glass Denver will pay the Agency a purchase price of \$40 per ton.

The Agreement supersedes and replaces the prior agreement approved by the Board on March 16, 2023.

## BACKGROUND

In the past, the Board has approved several two-year material transfer agreements for glass recycling with Momentum Recycling and Glass to Glass Denver as follows:

Momentum Recycling – October 18, 2018  
Momentum Recycling – October 20, 2020  
Glass to Glass Denver – March 16, 2023

Momentum Recycling sold its glass recycling plant in Broomfield, CO, to Glass to Glass Denver in the spring of 2022.

Glass to Glass Denver will accept up to 25% non-glass materials, such as ceramics, laminated glass, light bulbs, mirrors, porcelain, concrete, and rocks, per load. If non-glass materials exceed 25%, Glass to Glass Denver may, at its discretion, accept the material with no price paid to the Agency or reject the material at the Agency's expense.

From February 1, 2024, to January 31, 2025, the Agency recycled 1,691 tons of glass on 74 truckloads at a purchase price of \$37 to \$40 per ton for a total of \$67,259.

The table below provides a breakdown of costs for glass recycling using supporting information from the February 2021 Cost of Service Study, Wasteworks, revenues, and hauling services agreement. The net cost for glass recycling is \$69.96 per ton or approximately \$129,639 annually.

Glass to Glass Denver  
February 1, 2024, to January 31, 2025

<b>Description</b>	<b>Transportation &amp; Revenue</b>
Direct Costs	\$15,000
Admin Costs (indirect cost)	\$18,959
Operations/Maintenance (indirect cost)	\$82,408
Transportation	\$133,200
<b>Total Cost:</b>	<b>\$249,567</b>
Tons Processed	1,691
Annual Gross Cost (Total Cost)	\$249,567
Annual Gross Cost/Ton	\$147
Annual Revenue (BuRRT Tip Fees, Glass to Glass Purchase)	\$131,260
Annual Revenue/Ton	\$77
<b>Net Cost/Ton (Gross Cost – Revenue)</b>	<b>\$69.96</b>
<b>Annual Net Cost</b>	<b>\$129,639</b>

**ACTION REQUESTED**

The Agency requests the Board approve the Material Transfer Agreement between Glass to Glass Denver and the Agency to transport and recycle glass in Broomfield, CO.

Attachment:

- 1) Material Transfer Agreement

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**ATTACHMENT 1**  
**Material Transfer Agreement**

**MATERIAL TRANSFER AGREEMENT  
GLASS TO GLASS DENVER, LLC**

THIS MATERIAL TRANSFER AGREEMENT (this “**Agreement**”) is made and entered into by Santa Fe Solid Waste Management Agency, a New Mexico Joint Powers Entity (“**SFSWMA**”), and Glass to Glass Denver LLC, a Delaware limited liability company (“**Glass to Glass Denver**”). This Agreement shall be effective when approved by the SFSWMA Board (the “**Effective Date**”). SFSWMA and Glass to Glass Denver are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

**RECITALS**

SFSWMA receives recyclable products at its facility in Santa Fe, NM and desires to sell recyclable post-consumer glass products to Glass to Glass Denver, and Glass to Glass Denver desires to purchase SFSWMA’s recyclable glass products, all pursuant to the terms of this Agreement.

The Parties desire to enter into this Agreement to set forth their rights and obligations relating to the subject matter hereof.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants, agreements, representations and warranties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound, agree as follows:

1. **Product.** As used herein, the term “**Product**” shall mean all colors of recyclable glass received by SFSWMA that is not processed with SFSWMA’s glass crusher for local sale. SFSWMA shall exercise its reasonable best efforts to avoid the transmittal to Glass to Glass Denver of all ceramics, laminated glass, light bulbs, mirrors, porcelain, concrete, rocks, hazardous substances, and such other materials as are designated by Glass to Glass Denver from time to time.

2. **Supply and Acceptance of the Glass Products.** Pursuant to the terms hereof, for each calendar month during the Term (hereinafter defined) of this Agreement, SFSWMA shall sell to Glass to Glass Denver, and Glass to Glass Denver shall purchase from SFSWMA, Product received by SFSWMA during such month pursuant to the terms hereof.

3. **Collection and Transportation of Product.** Each calendar month during the Term of this Agreement, SFSWMA shall deliver the Product received by SFSWMA during the month to Glass to Glass Denver’s recycling facility located at 11331 Dillon Rd., Broomfield, CO 80020 DDP (Incoterms 2020). SFSWMA shall arrange for shipment of the Product and shall bear all costs, responsibilities, risk of loss, and obligations arising from or resulting from such shipping of the Product to Glass to Glass Denver’s facility. SFSWMA shall notify Glass to Glass Denver at least one business day in advance of a delivery.

4. **Price and Payment.** Glass to Glass Denver shall pay SFSWMA a purchase price of forty dollars (\$40.00 USD) per ton of glass accepted by Glass to Glass Denver under this Agreement. The foregoing notwithstanding, it is understood by both Parties that if the level of non-glass materials exceeds twenty-five percent (25%), based on sampling and testing performed by Glass to Glass Denver upon delivery, using tested methods already established and in use at Glass to Glass Denver's processing facility, then, at Glass to Glass Denver's discretion, the load may be accepted with no price to be paid to SFSWMA, or the load may be rejected at SFSWMA's expense. In such instance, Glass to Glass Denver shall upon written request provide SFSWMA with the test results for any rejected load. Glass to Glass Denver shall pay the applicable purchase price for all Product delivered during each month within thirty (30) days of the end of the month in which it was delivered. The amount of Product delivered to Glass to Glass Denver shall be finally determined upon delivery of the Product to Glass to Glass Denver's facility. During the Term of this Agreement, the Parties may agree to adjust the purchase price of Product in writing signed by an authorized officer of the Parties, and in such event, this Agreement will be amended to reflect the new Product purchase price. If no such amendment occurs, the Product purchase price specified herein will remain in effect during the Term of this Agreement.

5. **Term and Termination.**

(a) **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on March 20, 2027 (hereinbefore and hereinafter "**Term**"), unless sooner terminated, extended or renewed pursuant to the terms hereof.

(b) **Termination.** This Agreement may be terminated by either Party upon sixty (60) days prior written notice to the other Party or upon a material breach of this Agreement by the other Party, after notice and a reasonable opportunity of 30 days after notice to cure.

6. **Appropriations.** If sufficient appropriations are not made to SFSWMA for the performance of this Agreement, this Agreement shall terminate upon written notice from SFSWMA to Glass to Glass Denver. SFSWMA's decision as to whether sufficient appropriations are available shall be accepted by Glass to Glass Denver and shall be final.

7. **Miscellaneous.**

(a) **Force Majeure.** No Party shall be deemed to be in default of its obligations hereunder because of a delay in its performance to the extent that such delay is caused by factors beyond its control which it could not reasonably have foreseen, including, without limitation, pandemic, epidemic, coronavirus (covid-19), fire, explosion, accident, riot, flood, earthquake, civil insurrection, act of God or the public enemy, or a labor dispute, strike or lockout.

(b) **Notices.** All notices and other communications hereunder shall be in writing and will be deemed to have been given when delivered in person with written confirmation of receipt, when received by the recipient if sent by nationally recognized overnight delivery service (receipt requested), if mailed by first class mail with receipt effective three (3) days after mailing, to the Parties at the following addresses (or at such other address for a Party as shall be specified by it by like notice):

**GLASS TO GLASS:** Hippert, Manager  
Glass to Glass Denver, LLC  
One Michael Owens Way P1  
Perrysburg, OH 43551  
Email: Robert.Hippert@o-i.com

***With a copy to:***  
O-I Glass, Inc.  
One Michael Owens Way  
Perrysburg, OH 43551  
ATTN: General Counsel

**SFSWMA:** Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506  
Email: rkippenbrock@sfswma.org

(c) **No Agency or Partnership; Limited Rights.** This Agreement does not create any agency, joint venture, partnership relationship, or relationship of principal or agent between any of the Parties. The Parties recognize that during the Term, there may be employees of one Party or another upon the premises of the other. It is understood and agreed that on such occasions the employees of each Party shall remain the employees of that party solely, and that party shall be solely responsible for the wages and benefits for its employees, and any injuries which are sustained by such employees shall be covered under the Workers' Compensation insurance contracts of the respective employers.

(d) **Opportunity to Review.** Each Party has had the opportunity to review the matters contemplated by this Agreement and to obtain assistance from legal and other counsel such Party has deemed advisable relative to the foregoing.

(e) **Assignability.** This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors and assigns. This Agreement may be assigned to Glass to Glass Denver's affiliates or any purchaser of all or substantially all of the assets of Glass to Glass Denver, subject to SFSWMA's reasonable approval, not to be unreasonably conditioned, withheld or delayed. This Agreement may not otherwise be assigned, delegated or transferred by either Party without the other Part's written approval, not to be unreasonably conditioned, withheld or delayed.

(f) **Waiver.** No failure or delay by any Party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving Party.

(g) **Governing Law Venue.** This Agreement shall be governed by and construed in accordance with the laws of State of New Mexico, without regard to the principles of conflicts of laws.

(h) **Severability.** The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions.

(i) **Complete Understanding and Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all other prior or contemporaneous communications between the Parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in a writing that references this Agreement, identifies itself as an amendment, and is signed by an authorized representative of the Parties.

(j) **No Third-Party Beneficiaries.** There are no third-party beneficiaries, express or implied, under this Agreement.

(k) **Headings.** The title or section headings of the various provisions hereof are intended solely for convenience and ease of reference and shall not in any manner amplify, limit or modify or otherwise be used in interpretation of any of said provisions.

(l) **Counterparts and Electronic Transmission.** This Agreement may be executed in any number of counterparts, each of which, when taken together, will constitute one and the same instrument. The Parties agree electronically transmitted copies of signatures, notices, or amendments to this Agreement shall be binding, the same as originals of such signatures.

(m) **Captions; References.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(n) **Representations; Authorization.** Each of Party represents and warrants to the other that (i) it has all necessary capacity, power and authority to execute and enter into this Agreement, (ii) it has all necessary capacity, power and authority to perform all of the obligations required of it under this Agreement, (iii) this Agreement has been duly authorized, executed and delivered by such Party, (iv) this Agreement constitutes the valid and legally binding obligation of such Party, and (v) this Agreement is enforceable in accordance with its terms (subject to applicable bankruptcy laws or other laws affecting the rights of creditors generally). Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so and that their respective Party has the necessary capacity and authority to execute and perform under this Agreement.

(o) **Confidentiality.** To the extent permitted by applicable law, all confidential business information of each party shall be held in strict confidence by the parties, their affiliates, agents, and contractors.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth below its signature.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

BY: \_\_\_\_\_  
Lee Garcia  
SFSWMA Chair

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

**ATTEST:**

\_\_\_\_\_  
Andréa Salazar  
Santa Fe City Clerk

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

**GLASS TO GLASS DENVER LLC:**

BY: \_\_\_\_\_  
Robert Hippert  
Manager

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

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director *RLK*  
**Date:** March 17, 2025  
**Subject:** Request for Approval of Audited Financial Statements and Supplementary Information for the Year Ended June 30, 2024

## BACKGROUND AND SUMMARY

Carr, Riggs & Ingram, LLC (CRI) audited the Santa Fe Solid Waste Management Agency (Agency) financial statements for the year ended June 30, 2024 (FY 24).

The Agency provided CRI with the Management’s Discussion and Analysis and most of the information in the audit report's financial statements. The Agency’s fiscal agent, the City of Santa Fe, provided additional financial information, such as payroll and cash.

An exit conference was held on December 12, 2024, to review the financial statements and supplemental information (audit report). In attendance were:

Carr, Riggs & Ingram (CRI)  
Eric Spurlin, CPA, Partner  
David Navarro, Senior Accountant

Agency  
Councilor Michael Garcia, Chairperson  
Commissioner Camilla Bustamante  
Commissioner Justin Greene  
Randall Kippenbrock, P.E., Executive Director  
Thomasina Chavez, Accountant

The State Auditor requires an independent public accountant to present the audit report to the Agency’s Board as per Section 2.2.2.10.J(4) NMAC, Requirements for Contracting and Conducting Audits of Agencies.

In summary, CRI reported the following:

- Type of auditor’s report issued – unmodified
  - No material weaknesses identified.
  - No significant deficiencies not considered material weaknesses identified.
  - No noncompliance material to the financial statements noted.
  
- Financial statement findings for the current year (FY 24) – None.

- One audit finding for the prior year (FY 23) –
  - Late submission of the June 30, 2023 audit report (resolved).
- Actual operating revenues were \$180,832 more than budgeted due to Year 3 of Fee Ordinance 2021-1, effective October 1, 2021 and landfill tonnage that increased by 3,618 tons over the prior year, a 2.06% increase.
- Total budgeted operating expenditures increased from \$9,704,785 to \$12,593,883 as a result of budget increases to the following:
  - Contractual services for compliance, professional services, and on-call engineering services,
  - Major repairs and maintenance on heavy equipment,
  - Procurement of heavy equipment, heavy-duty trucks with near-zero CNG technology and miscellaneous equipment, and
  - Insurance.
- The six largest commercial accounts in descending order are:
  - City of Santa Fe (42%)
  - Capital Scrap Metal (7%)
  - Waste Management (6%)
  - MCT Waste (5%)
  - Santa Fe County (4%)
  - Santa Fe Waste Service (3%)
  - All Others (33%)
- The closure and post-closure care cost information for the Landfill and BuRRT are as follows:
  - The closure and post-closure care fund balance is \$8,775,538.
  - The total cost estimate for the Landfill is \$10,807,807, an increase of \$421,411 from the prior year.
  - The total cost estimate for BuRRT is \$231,374, an increase of \$9,153 from the prior year.
  - The percentage of landfill airspace consumed in cubic yards is 38.61%, as opposed to 37.05% for the prior year.
  - The remaining landfill airspace is 13.4 million cubic yards.
- Items expected to have a significant effect during the fiscal year ending June 30, 2025 (FY 25), are as follows:
  - Implement Schedule Year 4: Fees, Rates and Charges at the landfill and BuRRT on July 1, 2024.
  - Negotiate a new lease agreement for BuRRT with the City of Santa Fe.
  - Develop a landfill disposal plan that maximizes airspace and outlines an area for future basalt rock blasting.
  - Conduct a technical and economic evaluation of accepting out-of-county waste from Rio Arriba County and the City of Española.
  - Procure a landfill compactor for the Landfill.

## **ACTION REQUESTED**

The Agency recommends the Board approve the audited financial statements and supplementary information for the year ended June 30, 2024.

Attachment: Financial Statements and Supplementary Information Financial Report for the Year Ended June 30, 2024

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**ATTACHMENT**

**Financial Statements and  
Supplementary Information Financial Report  
Year Ended June 30, 2024**



**State of New Mexico  
Santa Fe Solid Waste Management Agency**

**FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**For the Year Ended June 30, 2024**

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# INTRODUCTORY SECTION



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**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
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**June 30, 2024**

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**State of New Mexico  
Santa Fe Solid Waste Management Agency  
Official Roster  
June 30, 2024**

<u>Name</u>	<u>Board of Directors</u>	<u>Title</u>
Michael Garcia		Councilor
Amanda Chavez		Councilor
Lee Garcia		Councilor
Anna Hansen		Commissioner
Camilla Bustamante		Commissioner
Justine S. Greene		Commissioner
Hank Hughes		Commissioner
	<u>Administrative Officials</u>	
Randall Kippenbrock, PE		Executive Director
Thomasina Chavez		Accountant



# FINANCIAL SECTION



## **INDEPENDENT AUDITOR'S REPORT**

Joseph M. Maestas, P.E., CFE, New Mexico State Auditor  
The Board of Directors of  
Santa Fe Solid Waste Management Agency  
Santa Fe, New Mexico

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the accompanying financial statements of Santa Fe Solid Waste Management Agency ("SWMA"), a component unit of the City of Santa Fe, New Mexico, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise SWMA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SWMA as of June 30, 2024, and the changes in financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of SWMA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about SWMA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of SWMA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about SWMA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the GASB required pension, and the other post-employment benefit schedules on pages 12-20 and 58-66 be presented to supplement the basic financial statements.

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise SWMA's basic financial statements. The accompanying schedule of revenues, expense, and changes in net position budget (gaap budgetary basis) and actual ("supplementary information") is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

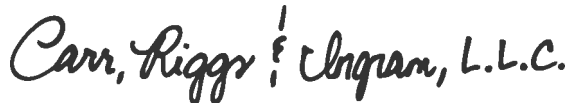
### ***Other Information***

Management is responsible for the other information included in the annual report. The other information comprises the introductory section and other disclosures, but does not include the basic financial statements and our auditor's report thereon. Our opinion on the basic financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 16, 2024, on our consideration of SWMA’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of SWMA’s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering SWMA’s internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Carr, Riggs & Ingram, L.L.C." The signature is written in a cursive, flowing style.

Carr, Riggs & Ingram, LLC  
Albuquerque, New Mexico  
December 16, 2024

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Management’s Discussion and Analysis**

The Santa Fe Solid Waste Management Agency (“SWMA”) was established in February 1995 under a Joint Powers Agreement (the “Agreement”) entered into by and between the City of Santa Fe (the “City”) and County of Santa Fe (the “County”). The Agreement delegated to SWMA the power to plan for, operate, construct, maintain, repair, replace, or expand a joint regional solid waste disposal facility now known as the Caja del Rio Landfill. The City and County desired to form a regional landfill to provide a more efficient and cost-effective method of solid waste disposal to City and County citizens. Operations of the landfill commenced on May 12, 1997. Prior to this date, SWMA was in a development state; therefore, development expenses incurred before May 12, 1997, were capitalized and amortized.

On January 1, 2006, SWMA leased the former City transfer station and renamed it Buckman Road Recycling and Transfer Station (BuRRT) to provide critical recycling processing services to the City, County, and communities across northern New Mexico. On October 1, 2016, SWMA and the City renewed the BuRRT lease for eight years with options of two additional six-year terms.

SWMA received 20-year solid waste permit renewals from the New Mexico Environment Department for the Caja del Rio Landfill and BuRRT on November 25, 2015, and June 12, 2017, respectively.

SWMA operates as a separate government agency, with the City of Santa Fe acting as fiscal agent.

The financial statements of SWMA have been prepared in conformity with U.S. generally accepted accounting principles (U.S. GAAP) applicable to governmental units. SWMA is responsible for the fair presentation of the financial statements of net position and the related statements of revenues, expenses, and changes in net positions, cash flows, and schedule of revenues, expenses, and changes in net position, budget, and actual (non-U.S. GAAP basis) in conformity with U.S. GAAP. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. This Management Discussion and Analysis provides readers of SWMA’s financial statements a narrative overview and analysis of the financial activities of SWMA for the fiscal year ended June 30, 2024.

**Overview of the Financial Statements**

This discussion and analysis are intended to serve as an introduction to SWMA’s basic financial statements. SWMA’s financial statements are comprised of financial statements, notes to the financial statements, and other information. The notes to the financial statements provide additional information essential to a complete understanding of the data provided in the financial statements.

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Management's Discussion and Analysis**

**Overview of the Financial Statements (Continued)**

SWMA operates under the accrual basis of accounting, required for state and local governments' enterprise operations. SWMA operates as a single fund and utilizes three cost centers: operations, cell construction, and recycling. SWMA, under GASBS No. 34, will continue to track all new infrastructure (e.g., cell construction) and capital asset costs separately so they can be recorded and depreciated according to state financial requirements for state and local governments. SWMA will continue to comply with GASBS No. 18 for the landfill for liability purposes by recognizing the percentage of the landfill consumed in a reporting period using the estimated costs for closure and post-closure care.

SWMA adopts an annual appropriated budget at the fund level. A budgetary comparison schedule has been provided for all its funds to demonstrate compliance with this budget. This budget is prepared on a comprehensive accounting basis other than the accrual basis required by U.S. GAAP.

**Proprietary Fund**

SWMA operates as a proprietary fund or enterprise fund for solid waste disposal and materials recovery (recycling), with all operating costs recovered by solid waste users (tipping) fees and income from the sale of recyclable materials. Enterprise funds are used for activities that are financed and operated in a manner similar to a private business enterprise. The intent of the Joint Powers Board is to ensure that the costs (expenses, including depreciation) of providing solid waste disposal and recycling materials recovery services to City and County residents on a continuing basis be financed or recovered primarily through solid waste user fees and income from the sale of recyclable materials. Revenues are recognized when they are earned and expenses are recorded at the time liabilities are incurred.

Proprietary financial statements are designed to provide readers with a broad overview of SWMA's finances, similar to a private-sector business.

**Statement of Net Position**

The statement of net position presents information on all of SWMA's assets, deferred outflows, liabilities, and deferred inflows, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether SWMA's financial position is improving or deteriorating.

Property and equipment are depreciated using the straight-line method over their estimated useful lives.

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Management's Discussion and Analysis**

**Statement of Net Position (Continued)**

Capitalized landfill costs include expenditures for land and permitting and the costs of landfill start-up, construction, and cell development.

The following table provides condensed financial information on SWMA's net position on June 30, 2024, as compared to June 30, 2023

<b>Assets and deferred outflows of resources</b>	<b>2024</b>	<b>2023</b>
<b>Assets</b>		
Current assets	\$ 18,603,890	\$ 14,804,154
Capital assets, net	11,884,801	12,026,388
Other assets	4,480,744	4,185,811
<b>Total Assets</b>	<b>34,969,435</b>	<b>31,016,353</b>
<b>Deferred outflows of resources</b>		
Deferred outflows related to pension	877,843	595,379
Deferred outflows related OPEB	1,089,003	1,467,582
<b>Total deferred outflows of resources</b>	<b>1,966,846</b>	<b>2,062,961</b>
<b>Total assets and deferred outflows of resources</b>	<b>\$ 36,936,281</b>	<b>\$ 33,079,314</b>
<b>Liabilities</b>		
Current liabilities	\$ 818,826	\$ 658,329
Noncurrent liabilities	9,182,917	8,750,052
<b>Total liabilities</b>	<b>10,001,743</b>	<b>9,408,381</b>
<b>Deferred inflows of resources</b>		
Deferred inflows related to pension	292,671	134,171
Deferred inflows related to OPEB	777,116	788,597
<b>Total deferred inflows of resources</b>	<b>1,069,787</b>	<b>922,768</b>
<b>Net Position</b>		
Net investment in capital assets	11,884,801	12,026,388
Unrestricted	13,979,950	10,721,777
<b>Total net position</b>	<b>25,864,751</b>	<b>22,748,165</b>
<b>Total Liabilities, deferred inflows, and net position</b>	<b>\$ 36,936,281</b>	<b>\$ 33,079,314</b>

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Management's Discussion and Analysis**

**Statement of Net Position (Continued)**

SWMA's assets and deferred outflows exceeded its liabilities and deferred inflows as of June 30, 2024, the most recent fiscal year end, by \$25,864,751 (net position). Of this amount, \$11,884,801 is classified as net investment in capital assets and \$13,979,950 as unrestricted.

In comparison, SWMA's assets exceeded its liabilities and deferred inflows by \$22,748,165 (net position) as of June 30, 2023. Of this amount, \$12,026,388 is classified as net investment in capital assets and \$10,721,777 as unrestricted.

**Budgets**

Total budgeted operating expenditures increased from the original amount of \$9,704,785 to \$12,593,883 in FY24. There were increases in contractual services, supplies, repairs and maintenance, insurance and capital outlay budgets. The contractual and capital outlay budget increases were of most significance. The contractual services budget increase of \$467,271 was due to additional compliance, professional services, on-call engineering contracts, and material analysis for compliance reporting for the BuRRT Transfer Station.

The \$375,960 increase in the repairs and maintenance budget was for major repairs on the Caja Del Rio Landfill and the BuRRT Transfer Station heavy equipment machine. The insurance budget also increased slightly due to new risk rate calculations from the City of Santa Fe.

The capital outlay budget was increased by \$1,981,021. Most of this increase (\$1.2M) was the re-budgeting of assets ordered in fiscal year 2023 and delivered and paid for in fiscal year 2024 due to supply chain issues. In fiscal year 2023, SWMA received a grant from the New Mexico Volkswagen Mitigation Trust and New Mexico Beneficiary Mitigation Plan to replace three heavy-duty trucks at BuRRT with near-zero CNG technology for \$953,847; these assets materialized in fiscal year 2024.

In addition, SWMA increased its equipment and machinery and data processing budgets. SWMA purchased the following: 2024 Peterbilt 567 roll-off truck, Volvo L-110 loader, Tarpomatic machine, air compressors, and generators. Lastly, the HVAC for the recycling sort room at the BuRRT Transfer station was replaced as well as the cameras at both the Caja Landfill and BuRRT Transfer Station.

Total revenues reflect a favorable amount of \$180,832. This amount was partly due to the implementation of Year 3 of the Fee Ordinance 2021-1, which became effective October 1, 2021. In addition, The core Landfill tipping fees increased slightly by 5% and Landfill tonnages increased by 3,618 tons over the prior year, a 2.06% increase.

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Management's Discussion and Analysis**

**Capital Assets and Long-Term Debt Activity**

SWMA's cumulative investment in capital assets as of June 30, 2024, is \$11,884,801 (net of accumulated depreciation). The investment in capital assets includes construction in progress, landfill, landfill development costs, land improvements, cells, buildings and systems, equipment and machinery, vehicles, data processing equipment, and software. Also included is the investment in intangible assets for the cost of obtaining 20-year operating permits for the Caja Del Rio Landfill and the Buckman Recycling and Transfer Station (BuRRT).

SWMA's total capital assets (net) for the current fiscal year decreased by \$141,587 from the prior year. Although SWMA purchased additional capital assets in the amount of \$1,925,998, the amount was offset by the annual depreciation and amortization of approximately \$2,067,585.

During fiscal year 2024, the following transpired for SWMA regarding capital assets: (1) an additional \$105,718 construction in progress was recorded for a Low Profile Tri Axle Truck Scale at the BuRRT Transfer Station that is to be completed in Fiscal Year 2025; (2) building and structures decreased by a reclass of an asset in the amount of \$49,648 to equipment and machinery; (3) equipment and machinery increased by \$532,763 worth of assets and was offset by a reclass of an asset in the amount of \$168,061 to vehicles. The following equipment and machinery were added: Volvo L-110 loader, Tarpomatic machine, air compressors, generators and the HVAC replacement for the recycling sort room at the BuRRT Transfer Station; (4) vehicles increased by \$1,406,285 for three near-zero CNG heavy duty trucks provided the Volkswagen Grant and a 2024 Peterbilt 567 roll-off truck; (5) data processing equipment and software increased by \$49,239 for the camera replacement at both Caja Landfill and BuRRT Transfer Station.

The chart below summarizes the capital and intangible assets as of June 30, 2024 and 2023. SWMA has no outstanding debt related to capital assets or otherwise.

**State of New Mexico**  
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**Management's Discussion and Analysis**

	2024	2023
<b>Capital assets</b>		
Construction in process	\$ 977,222	\$ 871,504
Landfill	3,014,075	3,014,075
Landfill development costs	6,281,341	6,281,341
Landfill improvements	1,744,645	1,744,645
Cells	22,030,279	22,030,279
Buildings and structures	4,103,761	4,153,409
Equipment and machinery	18,233,566	17,819,216
Vehicles	3,308,443	1,902,158
Data processing equipment and software	126,586	77,293
<b>Total capital assets</b>	<b>59,819,918</b>	<b>57,893,920</b>
<b>Intangible assets</b>		
Solid waste and BuRRT permits	932,716	932,716
<b>Total intangible assets</b>	<b>932,716</b>	<b>932,716</b>
Accumulated depreciation	(48,476,254)	(46,455,305)
Accumulated amortization	(391,579)	(344,943)
<b>Total capital assets (net)</b>	<b>\$ 11,884,801</b>	<b>\$ 12,026,388</b>

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Management's Discussion and Analysis**

**Cash and Investments**

On June 30, 2024, SWMA internally undesignated, internally designated, and restricted cash and investments for the following purposes:

<u>June 30,</u>	<u>2024</u>	<u>2023</u>
<b>Undesignated cash and investments</b>		
Unrestricted Cash	\$ 8,752,481	\$ 7,678,169
Petty cash	5,230	5,230
<u>Total undesignated cash and investments</u>	<u>8,757,711</u>	<u>7,683,399</u>
<b>Internally designated cash and investments</b>		
Emergency cash reserves	816,354	786,259
Equipment replacement	1,116,524	264,763
Closure and post-closure	4,371,542	4,229,950
Cell development	441,718	225,433
Gas collection system	675,113	425,225
Construction	620,511	298,477
<u>Total internally designated cash and investment</u>	<u>8,041,762</u>	<u>6,230,107</u>
<b>Restricted cash and investments</b>		
Landfill deposits	76,748	115,465
Closure and post-closure	4,403,996	4,070,346
<u>Total restricted cash and investments</u>	<u>4,480,744</u>	<u>4,185,811</u>
<u>Total cash and investments</u>	<u>\$ 21,280,217</u>	<u>\$ 18,099,317</u>

As of June 30, 2024, the total cash held for closure and post-closure care of the landfill and BuRRT totaled \$8,775,538, which is further detailed above. A total of \$4,403,996 (\$4,172,622 for the landfill and \$231,374 for the BuRRT transfer station) is restricted cash per the requirements of GASBS No. 18.

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Management’s Discussion and Analysis**

**Statement of Revenues, Expenses, and Changes in Net Position**

The following table provides condensed financial information related to SWMA’s changes in net position for the year ended June 30, 2024, compared to the year ended June 30, 2023.

	<b>2024</b>	<b>2023</b>
Operating revenues	\$ 12,147,334	\$ 11,546,002
Operating expenses	(10,810,619)	(10,271,058)
Operating income	1,336,715	1,274,944
Nonoperating revenues	833,444	250,491
Grant revenue	946,427	-
Change in net position	3,116,586	1,525,435
Net position - beginning of year	22,748,165	21,222,730
Net position - end of year	\$ 25,864,751	\$ 22,748,165

Operating revenues consist primarily of tipping fees from solid waste users of the Landfill and BuRRT transfer station and revenue from the sale of recyclables. Additional sources of revenue consist of royalty payments from the sale of basalt aggregates, the sale of glass, and the reimbursements of effluent water. Overall, the operating revenues increased from the prior year by \$601,332.

Revenues from tipping (user) fees increased from the prior year by \$639,507, primarily due to the rate increase. Fees collected from the City increased by \$82,496, and \$12,328 from the County. Other income increased slightly by \$2,315.

Revenues from scrap metal recycling decreased by \$13,866 compared to the prior year, and revenues from other sales decreased by \$26,624. This revenue is derived from royalty payments received from the contractor, Del Hur Industries, for the sale of basalt aggregates. Del Hur made payments for 26,298 tons of basalt aggregates in the prior year compared to 39,236 tons in FY23.

**State of New Mexico  
Santa Fe Solid Waste Management Agency  
Management’s Discussion and Analysis**

**Statement of Revenues, Expenses, and Changes in Net Position (Continued)**

The six largest commercial accounts in order are:

	<b>Revenue Received</b>	<b>Percent</b>
City of Santa Fe	\$ 5,117,397	42%
Capital Scrap Metal Inc.	794,541	7%
Waste Management	730,038	6%
MCT Waste, LLC	551,723	5%
Santa Fe County	523,422	4%
Santa Fe Waste Service	354,063	3%
Others	4,076,150	33%
<b>Total</b>	<b>\$ 12,147,334</b>	<b>100%</b>

Revenues received include sales of recyclables and other incomes.

Operating expenses increased by \$539,561 from the prior year. Several categories saw increases. The largest increases were in personnel (\$277,624), repair and maintenance (\$291,894), and insurance (\$84,509), while supplies decreased by \$112,273.

Although SWMA had some unfilled positions, the increase in personnel costs was due to a combination of a COLA and merit increases given to employees and the reporting of OPEB expenses. The increase in repair and maintenance was due to the large number of equipment needing for repairs at the CAJA Landfill and BuRRT Transfer Station. The insurance was increased due to the City of Santa Fe’s calculation of the Risk insurance. The decrease in supplies from the prior year was attributed to diesel and tires.

In fiscal year 2024, SWMA’s non-operating revenue increased by \$582,983 as a result of investment income increasing from prior year. The increase in investment income was due to overall better market conditions and the City of Santa Fe’s allocations of investments related to the available cash of the City of Santa Fe and its component units.

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Management's Discussion and Analysis**

**Items Expected to Have a Significant Effect for Fiscal Year 2025**

During Fiscal Year 2025, SWMA expects to implement Schedule Year 4: Fees, Rates, and Charges at the Landfill and BuRRT transfer station on July 1, 2025.

SWMA expects to negotiate a new lease agreement for BuRRT with the City of Santa Fe.

SWMA expects to procure a landfill compactor for the Landfill.

SWMA expects to develop a landfill disposal plan that maximizes airspace and outlines an area for future basalt rock blasting.

SWMA expects to conduct a technical and economic evaluation of accepting out-of-county waste from Rio Arriba County and the City of Espanola at the Landfill.

**Request for Information**

This financial report is designed to provide a general overview of Solid Waste Management Agency's finances for those interested in government enterprise finances. Questions concerning any of the information provided or request for additional financial information should be addressed to:

Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, New Mexico 87506

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# BASIC FINANCIAL STATEMENTS



**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Statement of Net Position**

<b>June 30, 2024</b>	<b>Business-Type Activity</b>
<b>Assets</b>	
Current assets	
Cash and cash equivalents	\$ 16,799,473
Accounts receivable	838,828
Intergovernmental receivables	946,427
Interest receivable	19,162
<hr/>	
Total current assets	18,603,890
<hr/>	
Noncurrent assets	
Restricted cash and cash equivalents	
Landfill transfer station closure and postclosure care costs	4,403,996
Landfill deposits	76,748
Capital assets, not being depreciated	977,222
Capital assets, being depreciated, net	10,366,442
Intangible assets, being amortized, net	541,137
<hr/>	
Total noncurrent assets	16,365,545
<hr/>	
Total assets	34,969,435
<hr/>	
<b>Deferred outflows of resources</b>	
Deferred outflows - pension	877,843
Deferred outflows - OPEB	1,089,003
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Total deferred outflows of resources	1,966,846
<hr/>	
Total assets and deferred outflows of resources	\$ 36,936,281
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*The accompanying notes are an integral part of these financial statements.*

<b>June 30, 2024</b>	<b>Business-Type Activity</b>
<b>Liabilities</b>	
Current liabilities	
Accounts payable	\$ 538,633
Gross receipts and state tax payable	56,473
Accrued payroll	85,534
Compensated absences - current	138,186
<hr/>	
Total current liabilities	818,826
<hr/>	
Noncurrent liabilities	
Landfill deposits	76,748
Compensated absences - noncurrent	414,560
Net pension liability	3,717,661
Net OPEB liability	569,952
Estimated liability for landfill transfer station closure and post-closure care costs	4,403,996
<hr/>	
Total noncurrent liabilities	9,182,917
<hr/>	
Total liabilities	10,001,743
<hr/>	
<b>Deferred inflows of resources</b>	
Deferred inflows - pension	292,671
Deferred inflows - OPEB	777,116
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Total deferred inflows of resources	1,069,787
<hr/>	
<b>Net position</b>	
Net investment in capital assets	11,884,801
Unrestricted	13,979,950
<hr/>	
Total net position	25,864,751
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Total liabilities, deferred inflows of resources, and net position	\$ 36,936,281

*The accompanying notes are an integral part of these financial statements.*

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**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Statement of Revenues, Expenses and Changes in Net Position**

<b>For the Year Ended June 30, 2024</b>	<b>Business-Type Activity</b>
Operating revenues	
User fees	\$ 11,961,152
Recycle sales	107,009
Other sales	39,452
Other income	39,721
Total operating revenues	12,147,334
Operating expenses	
Personnel services	3,736,432
Contractual services	1,876,457
Supplies	602,693
Repairs and maintenance	858,256
Rental expenses	272,658
Utilities	95,831
Insurance	204,059
Office expenses	128,498
Travel and training	27,105
Gross receipts taxes	569,968
Reimbursable share of sales	19,723
Capital outlay - exempt	17,704
Additions to landfill liability	333,650
Depreciation and amortization expense	2,067,585
Total operating expenses	10,810,619
Operating income	1,336,715
Non-operating revenues	
Investment income	793,760
Unrealized gains/(losses)	39,684
Total non-operating revenues	833,444
Income (loss) before capital contributions and transfers	2,170,159
Captial contributions	
Grant revenue	946,427
Change in net position	3,116,586
Net position - beginning of year	22,748,165
Net position - end of year	\$ 25,864,751

*The accompanying notes are an integral part of these financial statements.*

**State of New Mexico  
Santa Fe Solid Waste Management Agency  
Statement of Cash Flows**

<b>For the Year Ended June 30, 2024</b>	<b>Business-Type Activity</b>
Cash flows from operating activities	
Cash received from customers	\$ 12,150,123
Cash received from grants	
Cash paid to suppliers for goods and services	(4,379,847)
Cash paid to employees for services	(3,487,974)
<b>Net cash provided by operating activities</b>	<b>4,282,302</b>
Cash flows from capital and financing activities	
Acquisition and construction of capital assets	(1,925,998)
<b>Net cash (used in) capital and financing activities</b>	<b>(1,925,998)</b>
Cash flows from investing activities	
Investment income	824,596
<b>Net cash provided by investing activities</b>	<b>824,596</b>
Net increase in cash and cash equivalents	3,180,900
Cash and cash equivalents - beginning of year	18,099,317
<b>Cash and cash equivalents - end of year</b>	<b>\$ 21,280,217</b>
Reported on the statement of net position as	
Cash and cash equivalents	\$ 16,799,473
Restricted cash and cash equivalents	
Landfill transfer station closure and postclosure care costs	4,403,996
Landfill deposits	76,748
<b>Total cash and cash equivalents</b>	<b>\$ 21,280,217</b>

*The accompanying notes are an integral part of these financial statements.*

<b>For the Year Ended June 30, 2024</b>	<b>Business-Type Activity</b>
Reconciliation of operating income to net cash provided by operating activities	
Operating income	\$ 1,336,715
Depreciation and amortization expense	2,067,585
Noncash pension	133,547
Noncash OPEB	77,651
Changes in assets and liabilities:	
Increase in accounts receivable	41,506
Decrease in accounts payable	269,495
Increase in gross receipts tax payable	(3,495)
Decrease in accrued payroll	24,423
Increase in landfill deposits	(38,717)
Increase in compensated absences	39,942
Increase in estimated liability for landfill transfer station and post-closure care costs	333,650
<b>Net cash provided by operating activities</b>	<b>\$ 4,282,302</b>

*The accompanying notes are an integral part of these financial statements.*

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Notes to Financial Statements**

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Reporting Entity***

The City of Santa Fe (the “City”) is a partner with Santa Fe County (the “County”) in a joint venture to provide municipal landfill services. The Santa Fe Solid Waste Management Agency (“SMWA”) was established in February 1995 under a joint powers agreement entered into by and between the City and the County. It was the desire of the parties to form a regional solid waste disposal authority to provide a more efficient and cost-effective method of solid waste disposal to City and County citizens. Operations of the regional landfill commenced on May 12, 1997. Prior to this date, SWMA was in a development stage and, therefore, landfill development expenses incurred before May 12, 1997, are capitalized and amortized. As required by U.S. generally accepted accounting principles (U.S. GAAP), the financial statements present SWMA and its component units, entities for which SWMA is considered to be financially accountable. There are no fiduciary funds or component units for the fiscal year ended June 30, 2024.

SWMA is governed by a joint powers board consisting of members from both the City and County. The board consists of the following:

Three members, each of whom shall be a City councilor from a different elective district within the City, shall be appointed by the City’s mayor with the approval of the City council, and each of which City members shall serve for such period as may be determined from time to time by the mayor with the approval of the City and Council.

Three members, each of whom shall be a County Commissioner, appointed and approved by the Board of County Commissioners, and each of which County members shall serve for such period as may be determined and approved from time to time by the Board of County Commissioners.

SWMA is responsible for the fair presentation in the financial statements of the statement of net position and the related statements of revenues, expenses, and changes in net position, and cash flows in conformity with accounting principles generally accepted in the United States of America. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for established governmental accounting and financial reporting principles. The more significant accounting policies of SWMA are described below.

***Budgetary information***

The budgetary comparison schedule listed in the table of contents as supplementary information were prepared on a modified accrual basis of accounting as approved by SWMA’s board, which is another comprehensive basis of accounting other than U.S. GAAP. This basis is very similar to the accrual basis; depreciation expense has not been budgeted for, and neither has the increase in landfill liability.

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Notes to Financial Statements**

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Measurement Focus, Basis of Accounting, and Basis of Presentation***

The accounts of SWMA are organized on the basis of a proprietary or enterprise fund. Enterprise funds are used to account for those operations that are financed and operated in a manner similar to private business or where the board has decided that the determination of revenues earned, costs incurred, and/or net income is necessary for management accountability. Enterprise funds are accounted for on the flow of economic resources, measurement focus, and use the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

***Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position***

***Cash and Cash Equivalents***

For purposes of the statement of cash flows, SWMA considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. Certain resources held for estimated future costs related to landfill transfer station closure and post-closure costs are classified as restricted assets in the statement of net position as further detailed in Note 11.

Cash and investments, including restricted cash and investments, are pooled into one common account maintained by the City, SWMA's fiscal agent, in order to maximize investment opportunities. A portion of these monies are in the form of short-term investments with original maturities of three months or less from the date of acquisition, which are considered to be cash equivalents.

***Receivables and Payables***

All trade and other receivables are shown net of allowances for uncollectable amounts, when applicable. Receivables are analyzed for their collectability based on the terms of and conditions of agreements, as well as current economic conditions and consideration of the creditors' ability to pay. In addition to those receivables specifically identified as uncollectable, a general allowance is established for receivables older than one year. As of June 30, 2024, no allowance for doubtful accounts was deemed necessary.

***Capital Assets***

Capital assets are recorded at cost. Property, plant, and equipment donated to the operations are recorded at their estimated acquisition value at the date of donation. SWMA's policy is to capitalize all assets with a cost of \$5,000 or greater per 12-6-10 NMSA 1978.

**State of New Mexico  
Santa Fe Solid Waste Management Agency  
Notes to Financial Statements**

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position (Continued)***

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Landfill	100 years
Land development costs	20 years
Land improvements	10 years
Cells	2-5 years
Buildings and structures	30 years
Equipment and machinery	4-10 years
Vehicles	7-10 years
Data processing equipment	3 years
Software	3 years

Both the Solid Waste and BuRRT permits are considered intangible assets and are being amortized over a period of 20 years each.

Capitalized landfill costs include expenditures for land, permitting costs, and preparation costs. These expenses are categorized and landfill, landfill developments costs, and cells.

The landfill consists of the cost of the entire land area to be utilized for all future solid waste disposals. Landfill development costs include planning, site preparation, land improvements, and infrastructure expenditures for the current 20-year plan.

Preparation costs related specifically to cell development are amortized as the airspace of the related cell is consumed, generally over two to five years.

***Restricted Assets***

Certain assets of SWMA are classified as restricted assets on the statement of net position because their use is limited by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors, grantors, contributors or laws or regulations of other governments. Special restricted asset accounts have been established to account for the sources and uses of these limited use assets as follows:

Landfill deposits – Deposited in non-interest-bearing accounts and refunded upon termination of service with SWMA and satisfaction of all obligations due.

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Notes to Financial Statements**

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position (Continued)***

Landfill transfer station closure and post closure – certain deposits are restricted for costs related to future landfill closure and post closure costs as described in Note 11.

*Deferred Outflows of Resources*

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This is a separate financial statement element, deferred outflows of resources, represents a use of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expenditure) until that time. SWMA has two items that qualify for reporting in this category which arise due to accounting for net pension liability and OPEB liability. Accordingly, the items deferred outflows – pension and deferred outflows – OPEB are presented in the statement of net position. Refer to Notes 6 and 7 for more details regarding the future recognition of these amounts and SWMA’s pension and OPEB plans.

*Deferred Inflows of Resources*

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This is a separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. SWMA has two types of items considered to be deferred inflows of resources, each of which arise due to accounting for net pension liability and OPEB liability. Refer to Notes 6 and 7 for more details regarding the future recognition of these amounts and SWMA’s pension and OPEB plans.

*Accrued Payroll*

Accrued payroll consists primarily of accrued wages and benefits payable.

*Gross Receipts and State Tax Payable*

The financial statements include a balance of \$50,707 for gross receipts tax payable and a balance of \$5,766 for state taxes payable. Respectively, these amounts represent amounts received from customers for New Mexico Gross Receipts and State Taxes that have not been remitted to the New Mexico Taxation and Revenue Department. During 2024, SWMA collected \$569,968 from customers for New Mexico Gross Receipts Taxes.

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Notes to Financial Statements**

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position (Continued)***

*Compensated Absences*

It is SWMA's policy to permit employees to accumulate earned but unused vacation, compensatory hours, and sick pay benefits. Compensated absences are those absences for which employees will be paid, such as vacation, sick leave, and overtime. A liability for compensated absences that are attributable to services already rendered, and that are not contingent on a specific event that is outside the control of SWMA and its employees, is accrued as employees earn the right to the benefits. Sick leave may be sold back to SWMA by an employee at time of retirement for one-half the applicable hourly rate for that employee. Compensated absences are recorded as an expense and a liability of SWMA.

*Long-term Obligations*

The financial statements include an estimate of total current costs of landfill closure and post-closure care that are required to be incurred by federal, state, local laws, or regulations. A portion of the estimated total current cost of the landfill closure and post-closure care is recognized as an expense and liability in the period the landfill accepts waste. Estimated total current cost is recorded based on landfill usage (i.e. cubic yards, airspace) rather than on the passage of time.

*Tipping Fees*

SWMA has established a tipping fee schedule based on solid waste tonnage. Effective July 1, 2023 through June 30, 2024, the fee for solid waste ranges from \$50 - \$60 per ton at the Caja Del Rio Landfill and the Buckman Road Recycling and Transfer Station. The recycling fee is \$170 per ton. For green waste, the fee is \$50 per ton. The household hazardous waste fee is \$50 per ton. Fees for immediate burial or special handling range from \$90 to \$250 depending on the type of load.

**State of New Mexico**  
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**Notes to Financial Statements**

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position (Continued)***

*Pensions*

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pension, and pension expense, information about the fiduciary net position of the New Mexico Public Employees retirement Association (PERA) and additions to/deductions from PERA's fiduciary net position have been determined on the same basis as they are reported by PERA, on the economic resources measurement focus and accrual basis of accounting. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

*Postemployment Benefits Other Than Pensions (OPEB)*

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB and OPEB expense, information about the fiduciary net position of the New Mexico Retiree Health Care Authority (NMRHCA) and additions to/deductions from NMRHCA's fiduciary net position have been determined on the same basis as they are reported by NMRHCA, on the economic resources measurement focus and accrual basis of accounting. For this purpose, NMRHCA recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value.

*Net Position*

The government-wide fund financial statements utilize a net position presentation. Net position is categorized as investment in capital assets, restricted, and unrestricted.

*Net Investment in Capital Assets.* Reflects the portion of net position which is associated with capital assets less outstanding capital asset related debt. SWMA did not have debt related to capital assets during the year ended June 30, 2024.

*Restricted Net Position.* Net Position is reported as restricted when constraints placed on net position use are either (1) externally imposed by creditors, grantors, or donors, or (2) imposed by law through constitutional provisions or enabling legislation. SWMA reported no restricted net position as of June 30, 2024.

*Unrestricted Net Position.* Represents the excess of total assets and deferred outflows over total liabilities and deferred inflows and net position invested in capital assets at June 30, 2024. These are amounts not restricted for any purpose.

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Notes to Financial Statements**

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Policy on Use of Restricted and Unrestricted Resources***

When both restricted and unrestricted resources are available for use, it is SWMA's policy to use unrestricted resources first then restricted resources as they are needed.

***Revenues and Expenses***

Operating revenue includes activities that have the characteristics of an exchange transaction, such as a) sales and services; and b) operating contracts and grants.

Revenues and expenses distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with SWMA's principal ongoing operations. The principal operating revenues of SWMA are charges to customers for user fees and sales. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting these definitions reported as nonoperating revenues and expenses. For Fiscal year 2024, SWMA received a grant from New Mexico Volkswagen Mitigation Trust and New Mexico Beneficiary Mitigation Plan.

***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. Significant estimates in these financial statements include the provision for annual depreciation, the net pension liability and the other post-employment benefit liability, the current portion of compensated absences, and the estimated landfill liability for closure and post-closure costs.

***Subsequent Events***

Management has evaluated subsequent events through the date that the financial statements were available to be issued, December 10, 2024, and determined there were no events that occurred that required disclosure.

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Notes to Financial Statements**

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Recently Issued and Implemented Accounting Procurements***

During the fiscal year ended June 30, 2024, The Entity adopted GASB Statement No. 100, *Accounting Changes and Error Corrections*. This Statement establishes accounting and financial reporting requirements for (a) accounting changes and (b) the correction of an error in previously issued financial statements (error correction). This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. This Statement prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections. This Statement requires that (a) changes in accounting principles and error corrections be reported retroactively by restating prior periods, (b) changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period.

This Statement requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. In addition, information about the quantitative effects on beginning balances of each accounting change and error correction should be disclosed by reporting unit in a tabular format to reconcile beginning balances as previously reported to beginning balances as restated. Furthermore, this Statement addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI). The requirements of this Statement are effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter.

GASB Statement No. 101, *Compensated Absences*. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this Statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter.

GASB Statement No. 102, *Certain Risk Disclosures*. The requirements of this Statement is to improve financial reporting by providing users of financial statements with essential information that currently is not often provided. The requirements of this Statement are effective for fiscal years beginning after June 15, 2024. Earlier application is encouraged.

**State of New Mexico**  
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**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Recently Issued and Implemented Accounting Procurements (Continued)***

GASB Statement No. 103, *Financial Reporting Model Improvements*. The requirements of this Statement aim to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. The requirements of this Statement are effective for fiscal years beginning after June 15, 2025. Earlier application is encouraged.

GASB Statement No. 104, *Disclosure of Certain Capital Assets*. The requirements of this Statement aim to improve reporting on capital assets by separately disclosing specific types of capital assets in financial statement notes. The requirements of this Statement are effective for fiscal years beginning after June 15, 2025. Earlier application is encouraged.

SWMA is evaluating the requirements of the above statements and the impact on reporting.

**Note 2: DEPOSITS AND INVESTMENTS**

SWMA does not have separate bank accounts. Cash and cash equivalents consist of \$21,280,217 which is held in bank accounts and short-term investments in the City's cash pool. The City invests its pooled cash into U.S. Government securities, repurchase agreements, municipal bonds, certificates of deposit, State Treasurer's investment pool, and U.S. Government security mutual funds. Please refer to the audited financial statements for the City of Santa Fe, New Mexico for the disclosure information regarding the custodial credit risk and other risks that may apply. That report may be obtained from the City by contacting the Finance Department Director at 200 Lincoln Avenue, P.O. Box 909, Santa Fe, New Mexico 87504-0909.

**State of New Mexico**  
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**Note 2: DEPOSITS AND INVESTMENTS (Continued)**

<b>Unrestricted cash and cash equivalents</b>	
Unrestricted cash	\$ 8,752,481
Petty cash	5,230
<hr/>	
Total undesignated cash and cash equivalents	8,757,711
<hr/>	
<b>Internally designated cash and cash equivalents</b>	
Emergency cash reserves	816,354
Equipment replacement	1,116,524
Closure and postclosure	4,371,542
Cell development	441,718
Gas collection system	675,113
Construction	620,511
<hr/>	
Total internally designated cash and cash equivalents	8,041,762
<hr/>	
Total unrestricted cash and cash equivalents	16,799,473
<hr/>	
<b>Restricted cash and cash equivalents</b>	
Landfill transfer station closure and postclosure care costs	4,403,996
Landfill deposits	76,748
<hr/>	
Total restricted cash and cash equivalents	4,480,744
<hr/>	
Total cash and cash equivalents	\$ 21,280,217
<hr/> <hr/>	

**State of New Mexico  
Santa Fe Solid Waste Management Agency  
Notes to Financial Statements**

**Note 3: ACCOUNTS RECEIVABLE**

Accounts receivable of \$1,785,255 represents billings for tipping fees to third-party users, sales of rock, sales of recyclables, and Intergovernmental receivables through June 30, 2024. Management considers all outstanding accounts receivable to be collectable. The following shows the balances due from the five largest customers and all other customers in total as of June 30, 2024.

Grant revenue	\$ 946,427
City of Santa Fe	414,603
Waste Management	136,385
Santa Fe Waste Services	65,654
Santa Fe County	47,789
MCT Waste, LLC	43,965
Others	130,432
<hr/>	
Accounts receivable	<u>\$ 1,785,255</u>

**Note 4: CAPITAL ASSETS**

A summary of changes in capital assets for fiscal year ending June 30, 2024 is as follows. Construction in progress is not subject to depreciation expense.

Depreciation expense for capital assets for the fiscal year ended June 30, 2024 was \$2,020,949. In addition, SWMA had \$46,636 in amortization expense for solid waste and BuRRT permits as of June 30, 2024. Total depreciation and amortization for fiscal year 2024 was \$2,067,585.

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Notes to Financial Statements**

**Note 4: CAPITAL ASSETS (Continued)**

	Balance June 30, 2023	Additions	Deletions	Transfers	Balance June 30, 2024
<b>Capital assets not being depreciated</b>					
Construction in process	\$ 871,504	\$ 105,718	\$ -	\$ -	\$ 977,222
Total capital assets not being depreciated	871,504	105,718	-	-	977,222
<b>Capital assets being depreciated</b>					
Landfill	3,014,075	-	-	-	3,014,075
Landfill development cost	6,281,341	-	-	-	6,281,341
Land improvements	1,744,645	-	-	-	1,744,645
Cells	22,030,279	-	-	-	22,030,279
Buildings and structures	4,153,409	-	-	(49,648)	4,103,761
Equipment and machinery	17,819,216	532,763	-	(118,413)	18,233,566
Vehicles	1,902,158	1,238,224	-	168,061	3,308,443
Data processing equipment and software	77,293	49,293	-	-	126,586
Total capital assets being depreciated	57,022,416	1,820,280	-	-	58,842,696
<b>Accumulated depreciation</b>					
Landfill	(753,519)	(30,141)	-	-	(783,660)
Landfill development cost	(6,281,341)	-	-	-	(6,281,341)
Land improvements	(814,433)	(138,105)	-	-	(952,538)
Cells	(20,806,342)	(638,121)	-	-	(21,444,463)
Buildings and structures	(1,797,774)	(143,519)	-	-	(1,941,293)
Equipment and machinery	(14,391,743)	(824,201)	-	-	(15,215,944)
Vehicles	(1,536,135)	(243,019)	-	-	(1,779,154)
Data processing equipment and software	(74,018)	(3,843)	-	-	(77,861)
Total accumulated depreciation	(46,455,305)	(2,020,949)	-	-	(48,476,254)
Total capital assets being depreciated	10,567,111	(200,669)	-	-	10,366,442
Total capital assets, net	\$ 11,438,615	\$ (94,951)	\$ -	\$ -	\$ 11,343,664
<b>Intangible assets</b>					
Solid waste and BuRRT permits	\$ 932,716	\$ -	\$ -	\$ -	\$ 932,716
Total intangible assets	932,716	-	-	-	932,716
<b>Accumulated amortization</b>					
Solid waste and BuRRT permits	(344,943)	(46,636)	-	-	(391,579)
Total accumulated amortization	(344,943)	(46,636)	-	-	(391,579)
Total intangible assets, net	\$ 587,773	\$ (46,636)	\$ -	\$ -	\$ 541,137

**State of New Mexico**  
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**Notes to Financial Statements**

**Note 5: LONG-TERM LIABILITIES**

During the year ended June 30, 2024, the following changes occurred in the liabilities reported in the statement of net position:

	Balance June 30, 2023	Additions	Deletions	Balance June 30, 2024
Landfill deposits	\$ 115,465	\$ -	\$ 38,717	\$ 76,748
Estimated liability for landfill closure costs	3,848,125	324,497	-	4,172,622
Estimated liability for transfer station closure costs	222,221	9,153	-	231,374
Compensated absences	512,804	318,109	278,167	552,746
<b>Total</b>	<b>\$ 4,698,615</b>	<b>\$ 651,759</b>	<b>\$ 316,884</b>	<b>\$ 5,033,490</b>

See Note 11 for details on the increase of the estimated liability for landfill closure costs.

The current portion of compensated absences was \$138,186 as of June 30, 2024.

**Note 6: PENSION PLAN – PUBLIC EMPLOYEES RETIREMENT ASSOCIATION**

***General Information about the Pension Plan***

*Plan Description*

*Public Employees Retirement Fund* is a cost-sharing, multiple employer defined benefit pension plan. This fund has six divisions of members, including State General, State Police/Adult Correction Officers, Municipal General, Municipal Police/Detention Officers, Municipal Fire, and State Legislative Divisions, and offers 24 different types of coverage within the PERA plan. All assets accumulated may be used to pay benefits, including refunds of member contributions, to any of the plan members or beneficiaries, as defined by the terms of this plan. Certain coverage plans are only applicable to a specific division. Eligibility for membership in the Public Employees Retirement Fund is set forth in the Public Employees Retirement Act (Chapter 10, Article 11, NMSA 1978). Except as provided for in the Volunteer Firefighters Retirement Act (10-11A-1 to 10-11A-7, NMSA 1978), the Judicial Retirement Act (10-12B-1 to 10-12B-19, NMSA 1978), the Magistrate Retirement Act (10-12C-1 to 10-12C-18, NMSA 1978), and the Educational Retirement Act (Chapter 22, Article 11, NMSA 1978), each employee and elected official of every affiliated public employer is required to be a member in the Public Employees Retirement Fund, unless specifically excluded. PERA issues a publicly available annual comprehensive financial report that can be obtained at <https://www.nmpera.org/financial-overview/>.

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Notes to Financial Statements**

**Note 6: PENSION PLAN – PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (Continued)**

***General Information about the Pension Plan (Continued)***

***Benefits provided.*** Benefits are generally available at age 65 with five or more years of service or after 25 years of service regardless of age for TIER I members. Provisions also exist for retirement between ages 60 and 65, with varying amounts of service required. Certain police and fire members may retire at any age with 20 or more years of service for Tier I members. Generally, the amount of retirement pension is based on final average salary, which is defined under Tier I as the average of salary for the 36 consecutive months of credited service producing the largest average; credited service; and the pension factor of the applicable coverage plan. Monthly benefits vary depending upon the plan under which the member qualifies, ranging from 2% to 3.5% of the member's final average salary per year of service. The maximum benefit that can be paid to a retiree may not exceed a range of 60% to 90% of the final average salary, depending on the division. Benefits for duty and non-duty death and disability and for postretirement survivors' annuities are also available.

***TIER II.*** The retirement age and service credit requirements for normal retirement for PERA state and municipal general members hired increased effective July 1, 2013 with the passage of Senate Bill 27 in the 2013 Legislative Session. Under the new requirements (Tier II), general members are eligible to retire at any age if the member has at least five years of service credit and the sum of the member's age and service credit equals at least 85 or at age 65 with 5 or more years of service credit. General members hired on or before June 30, 2013 (Tier I) remain eligible to retire at any age with 25 or more years of service credit. Under Tier II, police and firefighters in Plans 3, 4 and 5 are eligible to retire at any age with 25 or more years of service credit. State police and adult correctional officers, peace officers and municipal juvenile detention officers will remain in 25-year retirement plans, however, service credit will no longer be enhanced by 20%. All public safety members in Tier II may retire at age 60 with 6 or more years of service credit. Generally, under Tier II, pension factors were reduced by 0.5%, employee Contribution increased 1.5 percent, and effective July 1, 2014 employer contributions were raised 0.05 percent. The computation of final average salary increased as the average of salary for 60 consecutive months.

***Contributions.*** See PERA's Annual Comprehensive Financial Report for contribution descriptions at <http://www.nmpera.org/financial-overview/comprehensive-annual-financial-report>. The PERA coverage option that applies to SWMA is: Municipal General Division. Statutorily required contributions to the pension plan from the SWMA were \$233,787 for the year ended June 30, 2024.

**State of New Mexico  
Santa Fe Solid Waste Management Agency  
Notes to Financial Statements**

**Note 6: PENSION PLAN – PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (Continued)**

***Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions***

At June 30, 2024, the SWMA reported a liability of \$3,717,661 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2022. The total pension liability was rolled-forward from the valuation date to the plan year ending June 30, 2023 using generally accepted actuarial principles. Therefore, the employer’s portion was established as of the measurement date of June 30, 2023. There were no significant events or changes in benefit provision that required an adjustment to the roll-forward liabilities as of June 30, 2023. SWMA’s proportion of the net pension liability was based on a projection of the SWMA’s long-term share of contributions to the pension plan relative to the projected contributions of all participating entities, actuarially determined. At June 30, 2023, SWMA’s proportion was 0.17557%, which was an increase of 0.01948% from its proportion measured as of June 30, 2022.

For the year ended June 30, 2024, SWMA recognized PERA Fund Municipal General Division pension expense of \$377,160. At June 30, 2024, SWMA reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Net difference between projected and actual earnings on pension plan investments	\$ 349,548	\$ -
Difference between expected and actual experience	279,026	45,371
Changes in proportion	15,482	247,300
SWMA's contributions subsequent to the measurement date	233,787	-
<b>Total</b>	<b>\$ 877,843</b>	<b>\$ 292,671</b>

**State of New Mexico  
Santa Fe Solid Waste Management Agency  
Notes to Financial Statements**

**Note 6: PENSION PLAN – PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (Continued)**

***Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)***

\$233,787 reported as deferred outflows of resources related to pensions resulting in SWMA's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in SWMA's fiscal year ended June 30, 2024. Other amounts reported as deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30	
2024	\$ 79,345
2025	(47,805)
2026	284,574
2027	35,271
Thereafter	-
Total	\$ 351,385

***Actuarial Assumptions***

The total pension liability in the June 30, 2022 actuarial valuation was determined using the following significant actuarial assumptions, applied to all periods included in the measurement:

Actuarial valuation date	June 30, 2022
Actuarial Cost Method	Entry Age Normal
Amortization Period	25 Years
Actuarial Assumptions:	
Investment Rate of Return	7.25% Annual Rate
Projected Salary Increases	3.25 to 13.50%
Includes Inflation at	2.50%
Mortality Assumptions	The mortality assumptions are based on the RPH-2014 Blue Collar mortality table with female ages set forward one year. Future improvement in mortality rates is assumed using 60% of the MP-2017 projection scale generational. For nonpublic safety groups, 25% of in-service deaths are assumed to be duty related and 35% are assumed to be duty-related for public safety groups.
Experience Study Dates	July 1, 2008 to June 30, 2017 (demographic) and July 1, 2013 through June 30, 2017 (economic).

**State of New Mexico  
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Notes to Financial Statements**

**Note 6: PENSION PLAN – PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (Continued)**

***Actuarial Assumptions (Continued)***

The total pension liability, net pension liability, and certain sensitivity information are based on an actuarial valuation performed as of June 30, 2022. The total pension liability was rolled-forward from the valuation date to the plan year ended June 30, 2023. These assumptions were adopted by the PERA Board for use in the June 30, 2022 actuarial valuation.

The long term expected rate of return on pension plan investments was determined using a statistical analysis in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target asset allocation and most recent best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<b>ALL FUNDS - Asset Class</b>	<b>Target Allocation</b>	<b>Long-Term Expected Real Rate of Return</b>
Global Equity	38.00%	6.90%
Risk Reduction & Mitigation	17.00%	3.90%
Credit Oriented Fixed Income	19.00%	6.00%
Real Assets	18.00%	7.00%
Multi-Risk Allocation	8.00%	0.61%
<b>Total</b>	<b>100.00%</b>	

**Discount Rate.** A single discount rate of 7.25% was used to measure the total pension liability as of June 30, 2023. This single discount rate was based on a long-term expected rate of return on pension plan investments of 7.25%, compounded annually, net of expense. Based on the stated assumptions and the projection of cash flows, the plan’s fiduciary net position and future contributions were projected to be available to finance all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

The projections of cash flows used to determine this single discount rate assumed that plan member and employer contributions will be made at the current statutory levels.

**State of New Mexico  
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Notes to Financial Statements**

**Note 6: PENSION PLAN – PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (Continued)**

***Actuarial Assumptions (Continued)***

***Sensitivity of SWMA’s proportionate share of the net pension liability to changes in the discount rate.*** The following table presents the SWMA’s proportionate share of the net pension liability calculated using the discount rate of 7.25 percent, as well as what the SWMA’s proportionate share of the net pension liability would be if it were calculated at discount rate that is 1-percentage-point lower (6.25 percent) or 1-percentage-point- higher (8.25 percent) than the current rate.

<b>PERA Fund Municipal General Division Fund</b>	<b>1% Decrease (6.25%)</b>	<b>Current Discount Rate (7.25%)</b>	<b>1% Increase (8.25%)</b>
SWMA's proportionate share of the net pension liability	\$ 5,390,052	\$ 3,717,661	\$ 2,327,200

***Pension plan fiduciary net position.*** Detailed information about the pension plan’s fiduciary net position is available in the separately issued PERA financial reports. The report is available at <http://www.nmpera.org/for-employers/gasb-information>.

***Payables to the pension plan.*** At June 30, 2024, there were no contributions due and payable to PERA for SWMA. Contractually required contributions are remitted to PERA monthly.

**Note 7: POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)**

***General Information about the OPEB***

**Plan Description.** Employees of SWMA are provided with OPEB through the Retiree Health Care Fund (the Fund) – a cost-sharing multiple-employer defined benefit OPEB plan administered by the New Mexico Retiree Health Care Authority (NMRHCA). NMRHCA was formed February 13, 1990, under the New Mexico Retiree Health Care Act (the Act) of New Mexico Statutes Annotated, as amended (NMSA 1978), to administer the Fund under Section 10-7C-1-19 NMSA 1978. The Fund was created to provide comprehensive group health insurance coverage for individuals (and their spouses, dependents and surviving spouses) who have retired or will retire from public service in New Mexico.

NMRHCA is an independent agency of the State of New Mexico. The funds administered by NMRHCA are considered part of the State of New Mexico financial reporting entity and are OPEB trust funds of the State of New Mexico. NMRHCA’s financial information is included with the financial presentation of the State of New Mexico.

**State of New Mexico  
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Notes to Financial Statements**

**Note 7: POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (Continued)**

**General Information about the OPEB (Continued)**

**Benefits Provided.** The Fund is a multiple employer cost sharing healthcare plan that provides eligible retirees (including terminated employees who have accumulated benefits but are not yet receiving them), their spouses, dependents, and surviving spouses and dependents with health insurance and prescription drug benefits consisting of a plan, or optional plans of benefits, that can be contributions to the Fund and by co-payments or out-of-pocket payments of eligible retirees.

**Employees covered by benefit terms.** At June 30, 2023, the Fund’s measurement date, the following employees were covered by the benefit terms:

<b>Plan Membership</b>	
Current retirees and surviving spouses	52,978
Inactive and eligible for deferred benefit	12,552
Current active members	93,595
	159,125
<b>Active Membership</b>	
State general	18,462
State police and corrections	1,260
Municipal general	17,283
Municipal police	3,169
Municipal FTRE	2,419
Educational Retirement Board	51,002
	93,595
	93,595

**Contributions.** Employer and employee contributions to the Fund total 3% for nonenhanced retirement plans and 3.75% of enhanced retirement plans of each participating employee’s salary as required by Section 10-7C-15 NMSA 1978. The contributions are established by statute and are not based on an actuarial calculation. All employer and employee contributions are non-refundable under any circumstance, including termination of the employer’s participation in the Fund. SWMA’s contribution to the RHCA for the year ended June 30, 2024 was \$44,234, which equals the required contribution for the year.

**State of New Mexico  
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**Note 7: POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (Continued)**

***OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB***

At June 30, 2024, SWMA reported a liability of \$569,952 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of June 30, 2023, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2022. SWMA's proportion of the net OPEB liability was based on actual contributions provided to the Fund for the year ending June 30, 2023. SWMA's proportion was 0.03347%, a decrease of 0.00371% from the previous year, which was 0.03718%.

For the year ended June 30, 2024, SWMA's recognized OPEB expense of \$121,885. On June 30, 2024, SWMA reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Changes of assumptions	\$ 109,685	\$ 537,656
Net difference between projected and actual earnings on Pension plan investments	12,186	-
Changes in proportion and differences between contributions and proportionate share of contributions	913,263	136,270
Difference between expected and actual experience	9,635	103,190
SWMA's contributions subsequent to the measurement date	44,234	-
<b>Total</b>	<b>\$ 1,089,003</b>	<b>\$ 777,116</b>

**State of New Mexico  
Santa Fe Solid Waste Management Agency  
Notes to Financial Statements**

**Note 7: POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (Continued)**

***OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB (Continued)***

Deferred outflows of resources totaling \$44,234 represent SWMA's contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ended June 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended June 30	
2024	\$ 130,276
2025	175,218
2026	134,367
2027	(121,053)
2028	(51,155)
<b>Total</b>	<b>\$ 267,653</b>

**Actuarial Assumptions.** The total OPEB liability as of June 30, 2023 was determined by an actuarial valuation as of June 30, 2022, using the following assumptions:

Valuation Date	June 30, 2022
Actuarial Cost Method	Entry age normal, level percent of pay, calculated on individual employee basis
Asset Valuation Method	Market value of assets
Actuarial Assumptions:	
Inflation	2.30% for ERB members; 2.50% for PERA members
Projected Payroll Increases	3.00% to 13.00% based on years of service, including inflation
Investment Rate of Return	7.00%, net of OPEB plan investment expense and margin for adverse deviation including inflation
Health care Cost Trend Rate	8% graded down to 4.5% over 14 years for Non-Medicare medical plan costs and 8.5% graded down to 4.5% over 12 years for Medicare medical plan costs
Mortality	ERB members: 2020 GRS Southwest Region Teacher Mortality Table, set back one year (and scaled at 95% for males). Generational mortality improvements in accordance with the Ultimate MP scales are projected from the year 2020. PERA members: Headcount-Weighted RP-2014 Blue Collar Annuitant Mortality, set forward one year for females, projected generationally with Scale MP-2017 times 60%

**State of New Mexico  
Santa Fe Solid Waste Management Agency  
Notes to Financial Statements**

**Note 7: POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (Continued)**

***OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB (Continued)***

**Rate of Return.** The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which the expected future real rates of return (net of investment fees and inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before investment expenses, used in the derivation of the long-term expected investment rate of return assumptions.

The best estimates for the long-term expected rate of return is summarized as follows:

<u>Asset Class</u>	<u>Long-Term Rate of Return</u>
U.S. core fixed income	1.6%
U.S. equity - large cap	6.9%
Non U.S. - emerging markets	8.7%
Non U.S. - developed equities	7.2%
Private equity	10.0%
Credit and structured finance	3.7%
Real estate	3.6%
Absolute return	3.2%
U.S. equity - small/mid cap	6.9%

**Discount Rate.** The discount rate used to measure the total OPEB liability is 5.42% as of June 30, 2023. The projection of cash flows used to determine the discount rate assumed that employer contributions will be made at rates proportional to the actuary determined contribution rates. For this purpose, employer contributions that are intended to fund benefits of current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included. Based on those assumptions, the Authority's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members through the fiscal year ending June 30, 2059. The 7.00% discount rate, which includes the assumed inflation rate of 2.30% for ERB members and 2.50% for PERA members, was used to calculate the net OPEB liability through 2052. Beyond 2052, the index rate for 20-year, tax exempt general obligation municipal bonds with an average rating of AA/Aa or higher (3.54%) was applied. Thus, 5.42% is the blended discount rate.

**State of New Mexico  
Santa Fe Solid Waste Management Agency  
Notes to Financial Statements**

**Note 7: POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (Continued)**

***OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB (Continued)***

***Sensitivity of SWMA’s Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate.*** The following presents the net OPEB liability of SWMA, as well as what SWMA’s net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.32%) or 1-percentage-point higher (7.22%) than the current discount rate:

1% Decrease (5.22%)	Discount Rate (6.22%)	Current 1% Increase (7.22%)
\$ 718,569	\$ 569,952	\$ 449,484

***Sensitivity of SWMA’s Proportionate Share of the Net OPEB Liability to Changes in the Health Cost Trend Rate.*** The following presents the net OPEB liability of SWMA, as well as what SWMA’s net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

1% Decrease	Current Trend Rate	1% Increase
\$ 471,863	\$ 569,952	\$ 682,606

***OPEB Plan Fiduciary Net Position.*** Detailed information about the OPEB plan’s fiduciary net position is available in NMRHCA’s audited financial statements for the year ended June 30, 2023.

***Payable Changes in the Net OPEB Liability.*** At June 30, 2024, SWMA reported no outstanding contributions payable to NMRHCA.

**Note 8: RISK MANAGEMENT**

SWMA is involved in legal actions arising from the ordinary course of operations. With respect to these actions, SWMA’s counsel believes the outcomes will not have a material impact on SWMA’s financial statements. SWMA is insured through the City under the same policy for general liability with a deductible of \$50,000 and pollution legal liability with a deductible of \$25,000 for each occurrence.

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Notes to Financial Statements**

**Note 8: RISK MANAGEMENT (Continued)**

Autos, machinery, equipment, and buildings are covered through the City's policies and are subject to deductibles and self-insured retentions under the City's commercial coverage. The auto property damage deductible is \$25,000 and the property deductible is \$100,000. The City is self-insured for the first \$50,000 of liability per claim.

SWMA participates in the Santa Fe Health Fund and the Workers' Compensation Fund which are self-insured programs administered by the City. SWMA makes pro rata payments to the City based on actuarial estimates of the amounts needed to pay prior year and current year claims and to establish a reserve for catastrophic losses.

The Santa Fe Health Fund accounts for the self-insured program for employee health and major medical benefits. Claims are handled by a professional, third-party claims administrator. The City maintains specific stop loss coverage for individual claims in excess of \$250,000 with \$1,000,000 statutory limit.

The Workers' Compensation Fund accounts for the self-insured program and for workers' compensation Fund accounts for the self-insured program and for workers' compensation coverage. Claims are handled by a professional, third-party claims administrator. The City maintains specific stop loss coverage for individual claims in excess of \$600,000 with a \$1,000,000 statutory limit. There was no reduction in amount of coverage for 2024.

**Note 9: FISCAL AGENT AGREEMENT**

In January 1996, SWMA entered into an agreement with the City to act in the capacity as fiscal agent for SWMA. Duties of the City include maintain fiscal records, establishment of a uniform system of accounts, receiving and recording cash deposits, providing accountability of all disbursements, recording accounts receivable, recording capital assets, maintain a general ledger, and preparing financial statements. The City also provides services to review bids, make bond payments, and maintains personnel and payroll records.

The agreement states that the City may be compensated for services provided by administrative staff. The City uses calculations in a manner similar to its method to allocate general fund services to its enterprise funds to determine these administrative costs. The administrative costs allocated to SWMA for the fiscal year ended June 30, 2024 were \$192,941.

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Notes to Financial Statements**

**Note 10: COMMITMENTS AND CONTINGENCIES**

***Leases***

SWMA (lessee) entered into a lease agreement effective October 1, 2016, with the City of Santa Fe (lessor) to lease a certain premise of land approximately 24.07 acres located within the City of Santa Fe, New Mexico. The facility has been developed and is currently used as a transfer station and lessee will use this facility for the receipt of solid waste and conventional recyclables for transfer to the Caja del Rio Landfill or other facilities. The agreement with the City is for a term of eight years with an “optional additional terms” of six years each, contingent upon compliance with the lease agreement. Lessee shall pay \$266,000 as annual rent. SWMA is currently negotiating with the City of Santa Fe to renew the lease.

SMWA entered into an agreement effective May 19,2022, with a Contractor for the crushing and sales operation of previously quarried basalt rock at the Caja Del Rio Landfill. The agreement with the Contractor is for a term of ten years, terminating on May 19, 2032. The Contractor pays SWMA \$1.50 per ton of the crushed rock that is sold and removed from the landfill. As SWMA does not have mineral rights to the basalt rock, they have a royalty agreement with the Bureau of Land Management (BLM) in which \$0.75 per ton of crushed rock sold is paid by SWMA to BLM. Furthermore, the term of the BLM agreement is April 8, 2021 to April 8, 2026, or 450,000 tons, whichever comes first.

The lease commitment was evaluated against the criteria of GASBS No. 87 and met applicable exclusions. As such, no right-of-use asset or relating liability was required to be reported.

***Construction in Progress***

An additional \$105,718 of construction in progress was added in fiscal year 2024. This was for a low-profile truck scale at the BuRRT Transfer Station. This is anticipated to be completed in fiscal year 2025. No additional Construction in Progress for cell development was performed in fiscal year 2024. Any cell development and construction costs for the future cells such as engineering plans and specs, bidding services, CQA services, subgrade preparation, liner installation, leachate collection system installation will be determined approximately two years before construction.

Although the liner systems will not be constructed for 11 years (based on projected volumes and available air space), SWMA requested purchasing aggregate in fiscal year 2022. In August 2021, the Board approved the purchase of 183,146 tons of crushed aggregate (liner drainage layer material) for future liner construction projects (Cells 7-9) under the 2014-2022 Construction Agreement - Basalt Rock Crushing and Sales Operation for the Caja del Rio Landfill - with Del Hur Industries (Del Hur) of Port Angeles, WA, in the amount of \$915,732. The actual purchase was 174,300 tons for \$817,504.

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Notes to Financial Statements**

**Note 10: COMMITMENTS AND CONTINGENCIES (Continued)**

An estimated 121,289 cubic yards of crushed aggregate was determined for the future liner systems. At the conversion factor of 1.51 tons per cubic yard, this equates to 183,146 tons. Per the Construction Agreement, the purchase price for crushed aggregate is \$5.00 per ton, which equates to \$915,732.

SWMA requested purchasing the aggregate at that time due to the following factors:

- The Construction Agreement with Del Hur expires in May 2022 and Del Hur has informed SWMA that the sale price of aggregate will increase to at least \$6.50 per ton upon renewal of the contract.
- The current stockpile of uncrushed basalt is projected to last another two to three years and it is unknown if Del Hur will continue to crush rock on SWMA property past that time.
- The current price for delivery of crushed aggregate from a different local source is estimated at \$23 per ton, or \$4,212,366. Per the National Highway Construction Cost Index, the cost for delivered aggregate is expected to increase approximately 6% per year to \$46 per ton at \$8,400,000 in 12 years.
- It will require 8,325 truckloads (22 cubic yards per load) to deliver the aggregate from a local source. These tractor-trailer loads would travel over county and SWMA maintained roads, thereby increasing traffic and road maintenance costs.

**Note 11: SOLID WASTE CLOSURE AND POST-CLOSURE CARE**

State and federal laws and regulations (i.e., 20.9.2 – 20.9.10 NMAC, New Mexico Solid Waste Act and 40 CFR Part 258 - Subtitle D of RCRA) require SWMA to install an approved final cover system on its regional landfill site after it receives the final receipt of waste to minimize infiltration of liquid into the closed landfill, to minimize wind and water erosion to the cover system, and to control storm water run-off from the closed landfill. The laws and regulations also require SWMA to perform certain post-closure inspection and maintenance as well as monitoring functions at the closed landfill site for 30 years after closure. The closure and post-closure care costs are recognized throughout the estimated 20-year permit period of the landfill operation.

The following describes the cost estimate requirements for closure, post-closure care, and Phase I and II assessments as per 20.9.10 NMAC.

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;

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Notes to Financial Statements**

**Note 11: SOLID WASTE CLOSURE AND POST-CLOSURE CARE (Continued)**

The post-closure 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; and

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

As of June 30, 2024, the total cost estimate for the closure and post-closure care requirements as described above for the Caja del Rio Landfill is \$10,807,807. The estimate increased by \$421,411 from prior year due to using the June 30, 2023 estimates and adjusting for a 4.1% inflation (CPI). The estimates also adjust for operation and maintenance costs of the active landfill gas collection system, including installation of 13 active landfill gas wells in Cell 6B, and decommissioning the active landfill gas system and 41 gas wells, after the 15 year post-closure care.

SWMA, as an operator of a solid waste facility, is required to establish an allowable financial assurance mechanism for closure and post-closure care of a solid waste facility (i.e., landfills, transfer stations) as per 20.9.10.9 – 20.9.10.10 NMAC. Under 20.9.10.20 NMAC, as an allowable mechanism, SWMA created a local government reserve fund, via a resolution approved by SWMA's governing body, specifically for the use of closure and post-closure care funds within its existing financial accounting system. SWMA's reserve fund, as of June 30, 2024, has a total cash balance of \$8,775,538 for the closure and post-closure care costs for the landfill and transfer station. Of this amount, \$4,403,996 is reported as restricted balance (\$4,172,622 for the landfill and \$231,374 for the transfer station), and an additional \$4,371,452 is reported as internally restricted cash balance. The total cash balance of \$8,775,538 is less than the total cost estimate of \$10,807,007 required for the landfill.

The funding mechanism for annualized payments to the Closure/Post Closure fund is based on 20.9.10.14 NMAC, Formulas for Payments into Fund (CE-CV/Y).

For the purpose of financial reporting, SWMA is required to comply with GASB Statement No. 18 for the landfill. The estimated total current cost of closure and post-closure care is measured and recognized by the percentage of the landfill consumed (i.e., airspace measured in cubic yards) in a reporting period. As of June 30, 2024, the percentage of the landfill consumed is 38.61% as opposed to 37.05% for the prior year. The available airspace remaining as of June 30, 2024 is 13.4 million cubic yards. This resulted in a \$324,497 increase to landfill liability as of June 30, 2024. The accrued liability for the closure and post-closure costs of \$4,172,622 is reported as restricted cash balance in the reserve fund. The current entire disposal area of the landfill is 87.3 acres of which 87.3 acres received waste. No other conditions or factors were changed.

The estimated liability (i.e., closure cost) for the Buckman Road Recycling and Transfer Station (BuRRT) is \$231,374 as of June 30, 2024. The funding for the estimated liability is retained as restricted cash balance in the aforementioned reserve.

**State of New Mexico  
Santa Fe Solid Waste Management Agency  
Notes to Financial Statements**

**Note 11: SOLID WASTE CLOSURE AND POST-CLOSURE CARE (Continued)**

SWMA leases the transfer station from the City, and upon the expiration of the lease, SWMA is required to remove all the materials on site. The estimate includes the cost of hiring a third party to cleanup and dispose of all materials, end products, trash, and solid waste expected to be on hand. The estimate also includes the costs of an independent project manager and contract administrator. Costs related to post-closure care are not expected to be incurred. SWMA expects that future inflation cost will be paid from the internally designated cash balance and interest earnings on these balances. However, if these are inadequate or additional closure and post-closure care requirements are determined (e.g., due to changes in technology or applicable regulations), these costs may need to be covered by solid waste tipping fees.

**Note 12: RELATED PARTIES**

SWMA is economically dependent on six customers related to tipping fee and recycle revenue. These customers account for 68% of tipping fee and recycling revenue for the year ended June 30, 2024. These customers are City of Santa Fe, Capital Scrap Metal Inc., Santa Fe County, Waste Management of New Mexico, MCT Waste, LLC, and Santa Fe Waste Services.

	<b>Revenue Received</b>	<b>Percent</b>
City of Santa Fe	\$ 5,117,397	42%
Capital Scrap Metal	794,541	7%
Waste Management	730,039	6%
MCT Waste, LLC	551,723	5%
Santa Fe County	523,421	4%
Santa Fe Waste Service	354,062	3%
Other	4,076,151	33%
Total	\$ 12,147,334	100%

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# REQUIRED SUPPLEMENTARY INFORMATION



**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Schedule of Employer's Proportionate Share of the Net Pension Liability**  
**PERA Municipal General Division**  
**Public Employees Retirement Association (PERA) Plan**  
**Last 10 Fiscal Years\***

<b>Fiscal Year</b>	<b>June 30,</b>			
	<b>2024</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>
<b>Measurement Date</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>
SWMA's proportion of the net pension liability	0.1756%	0.1951%	0.1933%	0.2002%
SWMA's proportionate share of the net pension liability	\$ 3,717,661	\$ 3,460,150	\$ 2,178,118	\$ 4,048,499
SWMA's covered payroll	1,942,143	1,827,867	1,752,337	1,874,932
SWMA's proportionate share of the net pension liability as a percentage of its covered payroll	191.42%	189.30%	124.30%	215.93%
Plan fiduciary net position as a percentage of the total pension liability	67.26%	69.35%	77.25%	66.36%

\* The amounts presented were determined as of June 30. This schedule is presented to illustrate the requirement to show information for 10 years.

*See notes to required supplementary information.*

June 30,					
2020	2019	2018	2017	2016	2015
2019	2018	2017	2016	2015	2014
0.1913%	0.1892%	0.1896%	0.1880%	0.2097%	0.1953%
\$ 3,311,593	\$ 3,016,548	\$ 2,605,264	\$ 3,003,607	\$ 2,138,073	\$ 1,523,550
1,745,215	1,691,432	1,665,272	1,610,168	1,738,484	1,602,137
189.75%	178.34%	156.45%	186.54%	122.98%	95.09%
70.52%	73.74%	73.74%	69.18%	76.99%	81.29%

*See notes to required supplementary information.*

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Schedule of Employer Contributions**  
**PERA Municipal General Division**  
**Public Employees Retirement Association (PERA) Plan**  
**Last 10 Fiscal Years\***

<b>As of and for the Year Ended June 30,</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>
Contractually required contributions	\$ 233,787	\$ 190,330	\$ 179,131	\$ 171,729
Contributions in relation to the contractually required contribution	(233,787)	(190,330)	(179,131)	(171,729)
<b>Contribution deficiency (excess)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Company's covered payroll	\$ 2,385,582	\$ 1,942,143	\$ 1,827,867	\$ 1,752,337
Contributions as a percentage of covered payroll	9.80%	9.80%	9.80%	9.80%

\* The amounts presented were determined as of June 30. This schedule is presented to illustrate the requirement to show information for 10 years.

*See notes to required supplementary information.*

<b>2020</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
\$ 179,056	\$ 166,668	\$ 161,531	\$ 159,033	\$ 153,726	\$ 357,916
(179,056)	(166,668)	(161,531)	(159,033)	(153,726)	(357,916)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,874,932	\$ 1,745,215	\$ 1,691,432	\$ 1,665,272	\$ 1,610,168	\$ 1,738,484
9.55%	9.55%	9.55%	9.55%	9.55%	20.59%

*See notes to required supplementary information.*

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Schedule of Employer's Proportionate Share of the Net OPEB Liability of**  
**New Mexico Retiree Health Care Authority (NMRHCA) Plan**  
**Last 10 Fiscal Years\***

<b>Fiscal Year</b>	<b>June 30,</b>		
	<b>2024</b>	<b>2023</b>	<b>2022</b>
<b>Measurement Date</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>
SWMA's proportion of the net OPEB liability	0.03347%	0.03718%	0.03784%
SWMA's proportionate share of the net OPEB liability	\$ 569,952	\$ 859,399	\$ 1,245,068
SWMA's covered payroll	1,916,800	1,990,550	1,640,888
SWMA's proportionate share of the net OPEB liability as a percentage of its covered payroll	29.73%	43.17%	75.88%
Plan fiduciary net position as a percentage of the total OPEB liability	44.16%	33.33%	25.39%

\* The amounts presented were determined as of June 30. This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, Santa Fe Solid Waste Management Agency will present information for those years for which information is available.

*See notes to required supplementary information.*

June 30,			
2021	2020	2019	2018
2020	2019	2018	2017
0.03826%	0.04535%	0.04244%	0.03327%
\$ 1,606,431	\$ 1,470,584	\$ 1,845,223	\$ 1,714,745
1,892,630	1,753,920	1,583,434	1,520,921
84.88%	83.85%	116.53%	112.74%
16.50%	18.92%	14.19%	11.34%

*See notes to required supplementary information.*

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Schedule of Employer Contributions**  
**New Mexico Retiree Health Care Authority (NMRHCA) Plan**  
**Last 10 Fiscal Years\***

<b>As of and for the Year ended June 30,</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>
Contractually required contributions	\$ 44,234	\$ 38,336	\$ 39,811
Contributions in relation to the contractually required contribution	(44,234)	(38,336)	(39,811)
<b>Contribution deficiency (excess)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
SWMA's covered payroll	\$ 2,211,700	\$ 1,916,800	\$ 1,990,550
Contributions as a percentage of covered payroll	2.00%	2.00%	2.00%

\* The amounts presented were determined as of June 30. This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, Santa Fe Solid Waste Management Agency will present information for those years for which information is available.

*See notes to required supplementary information.*

<b>2021</b>	<b>2020</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>
\$ 35,115	\$ 40,147	\$ 34,903	\$ 33,828	\$ 32,241
(35,115)	(40,147)	(34,903)	(33,828)	(32,241)
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,640,888	\$ 1,892,630	\$ 1,753,920	\$ 1,583,434	\$ 1,520,921
2.14%	2.12%	1.99%	2.14%	2.12%

*See notes to required supplementary information.*

**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Notes to Required Supplementary Information**

**Public Employees Retirement Association (PERA) Plan**

*Changes of benefit terms.* The PERA Fund COLA and retirement eligibility benefits changes in recent years are described in Note 1 of the PERA ACFR available at <https://www.nmpera.org/financial-overview/>.

*Changes of assumptions.* The Public Employees Retirement Association (PERA) of New Mexico Annual Actuarial Valuation as of June 2023 report is available at <https://www.nmpera.org/financial-overview/retirement-fund-valuation-reports/>.

**Retiree Health Care Authority (RHCA) Plan**

*Changes of benefit terms.* The NMRHCA eligibility benefits changes in recent years are described in note 1 of the NMRHCA audit available at <http://nmrhca.org/financial-documents>.

*Changes of assumptions.* The New Mexico Retiree Healthcare Authority (NMRHCA) Actuarial Valuation as of June 30, 2022 report is available at <http://nmrhca.org/financial-documents>. See the notes to the financial statements beginning on page 12, which summarizes actuarial assumptions and methods effective with the June 30, 2022 valuation.

In the total OPEB liability measured as of June 30, 2023, changes in assumptions include adjustments resulting from an increase in the discount rate from 5.42% to 6.22%.



# SUPPLEMENTARY INFORMATION



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**State of New Mexico**  
**Santa Fe Solid Waste Management Agency**  
**Schedule of Revenues, Expenses, and Changes in Net Position**  
**Budget (GAAP Budgetary Basis) and Actual**

For the year ended June 30, 2024	Original Budget	Final Budget	Actual	Variance with Final Budget Favorable (Unfavorable)
<b>Revenues</b>				
User fees	\$ 11,687,572	\$ 11,687,572	\$ 11,961,152	\$ 273,580
Recycle sales	99,500	99,500	107,009	7,509
Other sales	120,000	120,000	39,452	(80,548)
Other income	59,430	59,430	39,721	(19,709)
<b>Total revenues</b>	<b>11,966,502</b>	<b>11,966,502</b>	<b>12,147,334</b>	<b>180,832</b>
<b>Expenses</b>				
Personnel services	4,155,937	4,155,937	3,736,432	419,505
Contractual services	2,512,087	2,979,358	1,876,457	1,102,901
Supplies	814,873	833,171	602,693	230,478
Repairs and maintenance	738,000	1,113,960	858,256	255,704
Rental expenses	281,200	281,200	272,658	8,542
Utilities	149,500	149,500	95,831	53,669
Insurance	161,688	208,236	204,059	4,177
Office and other expenses	153,000	153,000	128,498	24,502
Travel and training	63,000	63,000	27,105	35,895
Gross receipts tax	583,500	583,500	569,968	13,532
Reimbursable share of sales	60,000	60,000	19,723	40,277
Capital outlay	32,000	2,013,021	17,704	1,995,317
<b>Total expenses</b>	<b>9,704,785</b>	<b>12,593,883</b>	<b>8,409,384</b>	<b>4,184,499</b>
<b>Non-operating revenues (expenses)</b>				
Grants	-	946,427	946,427	-
Investment income	-	-	793,760	793,760
Unrealized gains/(losses)	-	-	39,684	39,684
<b>Total non operating revenues (expenses)</b>	<b>-</b>	<b>-</b>	<b>1,779,871</b>	<b>833,444</b>
<b>Excess of revenues over expenses</b>	<b>\$ 2,261,717</b>	<b>\$ (627,381)</b>	<b>\$ 5,517,821</b>	<b>\$ 5,198,775</b>
<b>Adjustments</b>				
Depreciation and amortization			\$ (2,067,585)	
Additions to landfill liability			(333,650)	
Change in net position			3,116,586	
Net position, beginning of the year			22,748,165	
<b>Net position, end of year</b>			<b>\$ 25,864,751</b>	

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# COMPLIANCE SECTION



**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Joseph M. Maestas, P.E., CFE, New Mexico State Auditor  
The Board of Directors of  
Santa Fe Solid Waste Management Agency  
Santa Fe, New Mexico

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Santa Fe Solid Waste Management Agency (“SWMA”) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise SWMA’s basic financial statements and have issued our report thereon dated December 16, 2024.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered SWMA’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of SWMA’s internal control. Accordingly, we do not express an opinion on the effectiveness of SWMA’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.


Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weakness. However, material weaknesses or significant deficiencies may exist that have not been identified.

## Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether SWMA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Carr, Riggs & Ingram, L.L.C." in a cursive style.

Carr, Riggs & Ingram, LLC  
Albuquerque, NM  
December 16, 2024

**State of New Mexico  
Santa Fe Solid Waste Management Agency  
Schedule of Findings and Responses  
June 30, 2024**

**SECTION I: SUMMARY OF AUDITOR'S RESULTS**

***Financial Statements***

- |  |            |
|--|------------|
| 1. Type of auditor's report issued   | Unmodified |
| 2. Internal control over financial reporting                                     |            |
| a. Material weaknesses identified?   | No         |
| b. Significant deficiencies identified not considered to be material weaknesses? | None noted |
| c. Noncompliance material to the financial statements noted?                     | No         |

**SECTION II: FINANCIAL STATEMENT FINDINGS**

None noted.

**SECTION III: SECTION 12-6-5 NMSA 1978 FINDINGS**

None noted.

**SECTION IV: PRIOR YEAR AUDIT FINDINGS**

***2023-001 – Late submission of Audit Report – Resolved***

**State of New Mexico  
Santa Fe Solid Waste Management Agency  
Other Disclosures  
June 30, 2024**

**EXIT CONFERENCE**

An exit conference was held on December 12, 2024. In attendance were the following:

**Representing Santa Fe Solid Waste Management Agency:**

Michael Garcia	Chairman, City Councilor
Justin Greene	County Commissioner
Camilla Bustamante	County Commissioner
Randall Kippenbrock, PE	Executive Director
Thomasina Chavez	Accountant

**Representing Carr, Riggs & Ingram, LLC:**

Eric Spurlin, CPA, CITP	Partner
David Navarro	Senior Accountant

**AUDITOR PREPARED FINANCIAL STATEMENTS**

Carr, Riggs & Ingram, LLC prepared the GAAP-basis financial statements and footnotes of SWMA from the original books and records provided to them by the management of SWMA. The responsibility for the financial statements remains with SWMA.