Agenda **Regular Meeting of the Finance Committee**
August 24, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Finance Committee Meeting

Viewing: *If the relevant technology is available to record the meeting in City Hall*, members of the public may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording*, if created,* of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel. Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations
    a. Fiscal Year 2026 Internal Audit Projects Status Update. (Andrea K. Phillips, Deputy City Manager; akphillips@santafenm.gov and Halie Garcia, Baker Tilly; Halie.Garcia@bakertilly.com)
    b. Review of Fiscal Year 2026 Internal Audit Project: Recruitment Process. (Andrea K. Phillips, Deputy City Manager; akphillips@santafenm.gov and Annie Rose Favreau, Baker Tilly; annierose.favreau@bakertilly.com)
7. Action Items: Consent Agenda
    a. Request for Approval of the August 10, 2026, Finance Committee Meeting Minutes. (Erminia M. Tapia, Business Operations Manager; emtapia@santafenm.gov)

    Committee Review:

Finance Committee: 08/24/2026

b. Request for Approval of Capital Outlay Grant Agreement with the New Mexico Department of Finance and Administration Project 25-J2492-1 for Improvements to Siringo Road Between St. Francis and Boltuph Road in the Total Amount of $800,000 with a Reversion Date of June 30, 2028. (Marcos Esquibel, Interim Streets Director; mpesquibel@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate $800,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction.

Committee Review:
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

c. Request for Approval of Public Announcement: Midtown Real Property for Sale or Lease Pursuant to Resolution 2021-16 Regarding Parcel K-1b, Property at Midtown Site Available for Sale or Lease to Facilitate a Low-Income Housing Tax Credit Project, (LIHTC) via Consultant Jones Lang LaSalle. (Carly Venditti, Deputy Director, Economic Development; cavenditti@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

d. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of $425,795 from FY26 Available Funds from the Marty Sanchez Links de Santa Fe Operating Agreement Appropriations to Service Contracts for the Replacement of the Clubhouse Roof and HVAC Systems at Marty Sanchez Links de Santa Fe. (Phillip Lujan, Municipal Recreation Complex Business Manager; pmlujan@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

e. Request for Approval of a Construction Contract with Cassidy's Landscaping Inc. for On-Call Landscape Management Services in the Total Amount of $4,000,000 for a Four-Year Term. (Scott Overlie, Parks and Open Space Project Manager III; saoverlie@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

f. Request for Approval of a Construction Contract with High Desert Landscape Maintenance for On-Call Landscape Management Services in the Total Amount of $4,000,000 for a Four-Year Term. (Scott Overlie, Parks and Open Space Project Manager III; saoverlie@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

g. Request for Approval to Purchase Two Kenworth L770 Single-Axle Chassis with InLand Kenworth US, Inc. In the Total Amount of $387,688 through May 12, 2028. (Martin Valdez, Fleet Manager, Environmental Services Division; mjvaldez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

h. Request for Approval to Purchase Five, Twenty-Seven-Yard Labrie Automizer Side-Load Packing Bodies from Reliance Environmental Truck Sales, LLC (dba), Reliance Truck and Equipment, In the Total Amount of $1,318,485 through November 30, 2026. (Martin Valdez, Fleet Manager, Environmental Services Division; mjvaldez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

i. Request for Approval to Purchase Two, Fifteen-Yard, Labrie Automizer Side-Load Packing Bodies from Reliance Environmental Truck and Equipment Sales, LLC (dba), In the Total Amount of $517,778 through November 30, 2026. (Martin Valdez, Fleet Manager, Environmental Services Division; mjvaldez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

j. Request for Approval of Amendment No.1 to the New Mexico Department of Transportation Aviation Division Grant #SAF-25-02 for a Change of Purpose to Utilize this Grant Funding for Pavement Rehab to Runways 15/33 and 2/20, and an Extension of Time to December 31, 2027. (John Dickinson, Airport Director; jxdickinson@santafenm.gov, Paulette Ortiz, Grants Administrator; pkortiz@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

k. Request for Approval of the New Mexico State Library Appropriation General Obligation Bond for the Support of Library Services in the Total Amount of $347,026.21 through June 30, 2029. (Margaret M. Neill, Library Division Director, mmneil@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/19/2026
Finance Committee: 08/24/2026
Governing Body: 09/09/2026

l. Request for Approval of a Budget Adjustment Request (BAR) to Re-Appropriate Funding from FY26 to FY27 in the Amount of $128,314 that was Allocated for B&D Industries, Inc. for the Ice Arena Cooling Towers Installation. (Tom Miller, Recreation Division Director; temiller@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/19/2026
Finance Committee: 08/24/2026
Governing Body: 09/09/2026

m. Request for Approval to Purchase Five Kenworth L770 Double-Axle Chassis from Inland Kenworth US, Inc. In the Total Amount of $1,119,655 through May 28, 2028. (Martin Valdez, Fleet Manager, Environmental Services Department; mjvaldez@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 08/17/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

n. CONSIDERATION OF RESOLUTION NO. 2026-__. (Mayor Michael Garcia, Councilor Paul Bustamante, Councilor Pilar Faulkner)
A Resolution Suspending the Annual Fishing Derby in Santa Fe River; Approving a Children's Fishing Derby Event on City Property in Nichols Reservoir on September 26th, 2026; and Directing the City Manager and Designated City Staff to Take the Necessary Steps to Organize the Event. (Xavier Martinez, Constituent Services Manager; xbmartinez@santafenm.gov)

Committee Review:
Governing Body (Introduction): 08/12/2026
Public Works and Utilities Committee: 08/17/2026
Quality of Life Committee: 08/19/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

o. CONSIDERATION OF BILL NO. 2026-13. ADOPTION OF ORDINANCE NO. 2026-___. (Councilor Alma Castro and Councilor Paul Bustamante)
A Bill Amending the City of Santa Fe's Public Campaign Finance Code, Chapter 9-3 SFCC 1987, to Increase the Amount of Funding Available for Publicly Financed Candidates for Municipal Office; Increasing the Funding Amounts for City Council, Municipal Judge, and Mayoral Candidates; Repealing Section 9-3.12 SFCC 1987, Qualified Small Contributions; and Repealing Section 9-3.13 SFCC 1987, Additional Reports of Qualified Small Contributions; Additional Matching Payments from the Fund. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

Committee Review:
Governing Body (Introduction): 07/29/2026
Governing Body (Public Comment): 08/12/2026
Quality of Life Committee: 08/19/2026
Finance Committee: 08/24/2026
Governing Body: 09/09/2026

8. Action Items: Discussion Agenda

a. Request for Approval of the Fiscal Year 2027 Internal Audit Plan. (Andrea K. Phillips, Deputy City Manager; akphillips@santafenm.gov and Halie Garcia, Baker Tilly; halie.garcia@bakertilly.com)

Committee Review:
Audit Committee: 07/28/2026
Finance Committee: 08/24/2026
Governing Body: 08/26/2026

9. Public Hearing

a. Request for Issuance of a Cease-and-Desist Order to Close Betty Nugz Cannabis, Located at 1228 Parkway Drive, Suite D, Green Light Multifactor LLC, Francisco Romero, Owner, (505) 394-1599. Code Enforcement Case# 2026-006062, Violations of Santa Fe City Code Section 18-1.4(A) and Section 14-5.3(G)(4)(V). (Maggie Moore, Assistant Land Use Director, mrmoore@santafenm.gov)

10. Matters from Staff

11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: Tuesday, September 8, 2026
14. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

August 24, 2026

To: City of Santa Fe Finance Committee
From: Baker Tilly Advisory Group, LP
Subject: Internal Audit Status Report May 15, 2026 through July 20, 2026

FY26 INTERNAL AUDIT PROJECTS	RISK MANAGEMENT OPERATIONAL REVIEW	RECRUITMENT PROCESS REVIEW	POLICY AND PROCEDURE SUPPORT	PROCUREMENT PROCESS REVIEW
Schedule	October 2025-March 2026	April-June 2026	January – July 2026	January-July 2026
Activities for This Period	Project put on hold due to pending litigation	Finalized report	Drafted initial Grant Management policies and procedures for internal review and aiming to provide to the City late July	Draft report completed and undergoing internal review; meeting to review draft report with management scheduled for July 29
Activities for Next Period	N/A	N/A	Provide draft Grant Management policies and procedures for City review.	Finalize report
Issues	Project put on hold due to pending litigation	None	Delays receiving feedback on the Financial Reporting Policies and Procedures	None

DATE: August 17, 2026

TO: Finance Committee, Governing Body

FROM: Andrea Phillips, Deputy City Manager AKP

CC: Brian Moya, Interim City Manager
Monica Acevedo, Human Resources Director

SUBJECT: Internal Audit Project-Recruitment Process

Background

Baker Tilly serves as the City's Internal Audit firm, conducting process and performance audits of city functions in accordance with municipal code sections 2-22-1 to 2-22-11: Internal Audit. The city's approved FY26 audit plan included a review of the city's recruitment process. The HR recruitment process was identified as a high-risk area in the 2024 Enterprise Risk Assessment conducted by Baker Tilly. As annual budget for Internal Audit projects allows, the city is following through on investigation into these higher risk areas to improve city processes with a goal of streamlining and strengthening key functions.

The Internal Audit function is supported by an Audit Committee, who provides oversight into the city's financial audits and internal audits. Internal Audit projects are conducted in consultation with city management and appropriate departments and recommendations are provided to Governing Body via the Finance Committee following Audit Committee review.

At its meeting on July 28, the Audit Committee was presented with the results of the report and recommendations.

The attached report was presented to staff and opportunities for comment and input on the recommendations were provided. The City Manager's Office will work with the Human Resources Department leadership, as well as other affected departments, to provide a management response to the recommendations and will track implementation of the recommendations.

Action Requested

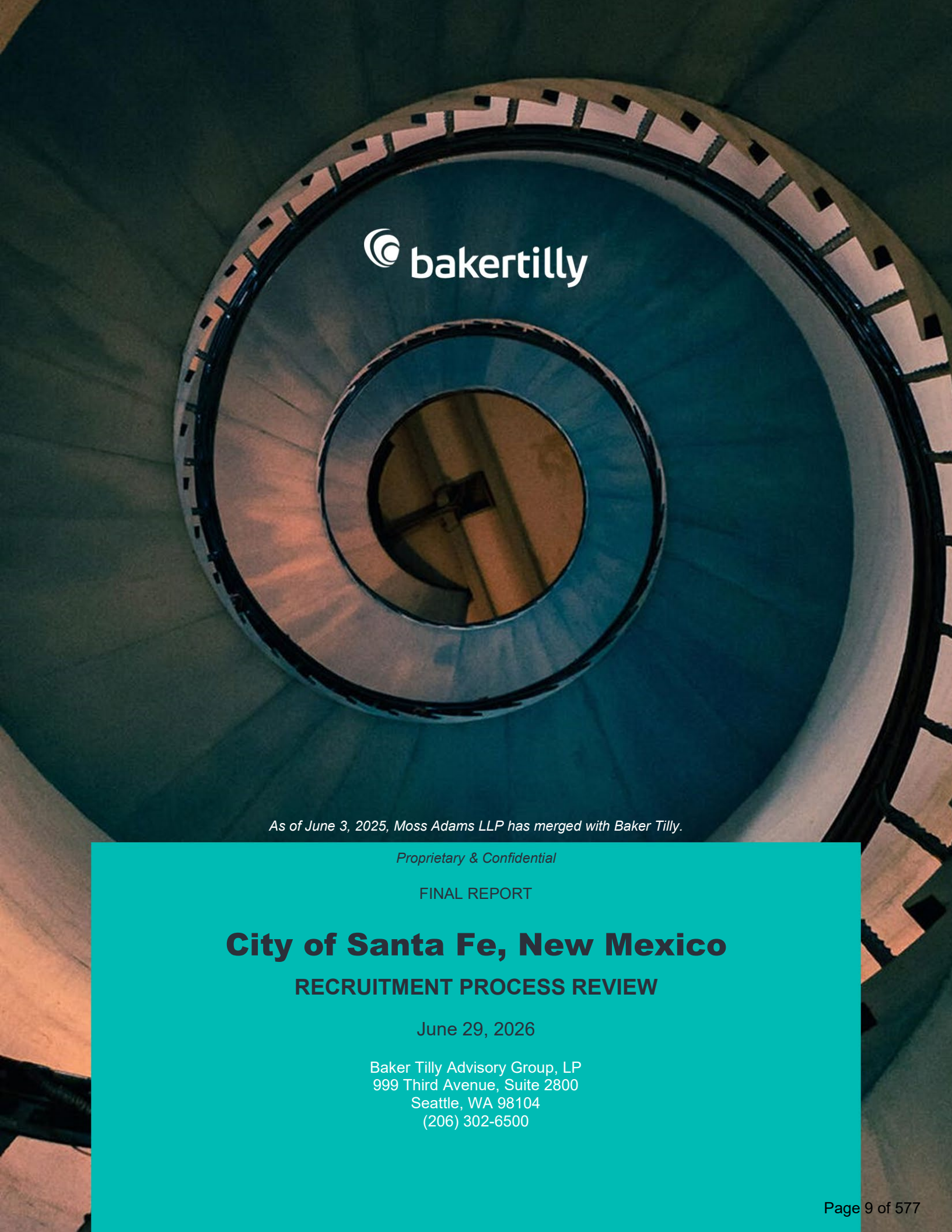
None-report and recommendations are provided to Finance Committee members.

Attachment

Recruitment Process Review Report, Baker Tilly Advisory Group (dated June 29, 2026)

City Council

Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4
Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4



As of June 3, 2025, Moss Adams LLP has merged with Baker Tilly.

Proprietary & Confidential

FINAL REPORT

City of Santa Fe, New Mexico

RECRUITMENT PROCESS REVIEW

June 29, 2026

Baker Tilly Advisory Group, LP
999 Third Avenue, Suite 2800
Seattle, WA 98104
(206) 302-6500

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Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

I. Executive Summary

A. Introduction

As part of the fiscal year (FY) 2026 City of Santa Fe, New Mexico (the City) internal audit program, the City engaged Baker Tilly to conduct a review of its current recruitment process to identify opportunities to further strengthen efficiency, consistency, communication, and the overall hiring experience. This review is intended to build upon prior process improvement efforts and provide additional clarity around roles, responsibilities, and practices across Human Resources (HR) and City departments.

B. Summary of Observations and Recommendations

Summarized observations and recommendations are provided in the following table. Detailed observations and recommendations are provided in the Observations and Recommendations section.

OBSERVATIONS AND RECOMMENDATIONS		
1.	**Observation**	HR operates with relatively lean staffing levels while supporting a decentralized recruitment process that relies heavily on manual coordination and analyst involvement. As a result, staff capacity for process improvement, system optimization, training, and other strategic recruitment initiatives is often limited.
	Recommendation	To maximize the effectiveness of its current staffing resources, the City should prioritize reducing manual recruitment activities, increasing automation, and streamlining administrative workload before reevaluating long-term staffing needs.
2.	**Observation**	While HR has established several tools, resources, and communication forums to support recruitment activities, training on the recruitment process is not standardized or consistently implemented across departments and HR staff. As a result, recruitment activities and system usage can vary by department, role, and individual experience level, leading to inconsistent process execution, communication gaps, and delays throughout the recruitment lifecycle.
	Recommendation	To improve consistency, communication, and understanding of recruitment processes across the organization, HR should: A. Establish a more structured and standardized recruitment training program for both HR and department staff involved in recruitment activities. B. Establish a centralized repository for recruitment-related resources. C. Formalize transition and onboarding practices when recruitment responsibilities change.

OBSERVATIONS AND RECOMMENDATIONS		
3.	**Observation**	The City's recruitment process is generally functioning effectively, and recruitment timelines appear comparatively reasonable overall. However, opportunities exist to further formalize workflow expectations, clarify ownership of process steps, and improve coordination between HR, departments, and other stakeholders involved in recruitment activities.
	Recommendation	To improve consistency and coordination throughout the recruitment process, HR should finalize its recruitment workflow documentation and continue strengthening role clarity, communication protocols, handoff management, and accountability for stakeholders involved in the recruitment process.
4.	**Observation**	Recruitment workflows within Munis, the City's Human Resources Information System (HRIS), are not optimized or consistently used across HR and departments, resulting in manual workarounds, limited workflow visibility, and additional coordination outside the system that contributes to communication gaps and recruitment bottlenecks.
	Recommendation	Continue coordinating between HR, IT, and the Munis system vendor to evaluate opportunities to better utilize existing Munis functionality and implement enhancements.
5.	**Observation**	HR analyst department reassignments were implemented without clear transition planning, communication, or knowledge transfer practices, creating temporary confusion regarding roles, responsibilities, and department points of contact.
	Recommendation	To improve continuity and reduce disruption during future analyst reassignments or similar staffing transitions within the recruitment function, the City should establish a more structured transition process.

II. Background, Scope, and Methodology

A. Background

The City of Santa Fe, New Mexico (the City) is a full-service municipal government responsible for providing a wide range of services to its residents, including community services, public safety, public utilities, and public works. As part of its ongoing internal audit and organizational improvement efforts, the City engaged Baker Tilly, its internal auditor, to review the recruitment process and identify opportunities to further strengthen efficiency, consistency, communication, and the overall hiring experience across departments.

This review was initiated, in part, as a follow-up to themes identified during the City's 2024 Enterprise Risk Assessment (ERA), which identified the HR function as a high-risk area. The ERA noted challenges related to recruitment and retention, vacancy rates, staffing capacity, timeliness of hiring processes, process coordination, and workforce planning. The ERA also identified opportunities to improve recruitment workflows, streamline hiring processes, strengthen onboarding and training practices, and further leverage technology to support recruitment activities.

Recruitment Process Improvement Efforts

As part of its ongoing efforts to attract and retain a qualified workforce, the City has taken several steps in recent years to strengthen recruitment operations. Interviews and document review indicate that the HR team has worked to evaluate and refine recruitment processes, increase communication with departments, and develop resources intended to improve consistency throughout the hiring lifecycle. These efforts provided an important foundation for this review and demonstrate a commitment to continuous improvement.

Key initiatives identified during this review include:

- **Development and refinement of a draft recruitment workflow** that documents recruitment phases, responsibilities, approvals, and expected timelines throughout the hiring lifecycle (see Appendix A for a detailed illustration of the recruitment process workflow). While the workflow provides a strong foundation for standardizing recruitment activities, the version provided for review still contains pending edits and revisions. Finalizing the workflow and incorporating process changes implemented since December 2024 would further strengthen its value as a training, communication, and accountability tool.
- **Creation of standard operating procedures (SOPs)** to support recruitment activities and guide departments through key workflow steps.
- **Establishment of recurring HR User Group (HUG) meetings** to communicate process updates, answer questions, and provide guidance to department administrative managers and hiring staff.
- **Recording and distribution of training materials and resources** through Microsoft Teams and other internal platforms to improve access to recruitment information.
- **Expansion of internal HR training and cross-training efforts** to improve consistency among analysts and increase familiarity with different departments and bargaining units.

- **Addition of a sixth HR analyst position** to help distribute workload and provide additional recruitment support capacity.
- **Reorganization of HR analyst's department assignments** to broaden institutional knowledge and support cross-training across departments.
- **Development of recruitment performance tracking tools**, including vacancy reports and time-to-fill metrics used to support management reporting, department discussions, and responses to inquiries from City leadership regarding recruitment performance.
- **Implementation of rapid hire events** for certain recruitment efforts, which several departments identified as an effective hiring tool.

Recruitment Process Structure

Although the HR Department is the owner of the recruitment process, the workflow is a collaborative model (see Appendix A for the recruitment process workflow) involving shared responsibilities across HR analysts, department leadership, administrative managers, hiring supervisors, the Finance department, personnel involved in onboarding, and external vendors. Recruitment activities occur across five primary phases: team member engagement, job advertising, candidate selection, offer and negotiation, and onboarding. The primary roles for recruitment are split between HR and hiring departments, with each group performing distinct functions throughout the hiring lifecycle. While HR is primarily responsible for process administration, compliance, and coordination, departments are primarily responsible for identifying staffing needs, evaluating candidates, and making hiring decisions.

HR analysts serve as the primary HR point of contact throughout the recruitment process. Analysts support recruitment administration, applicant screening, hiring recommendations, and onboarding activities and provide ongoing guidance to departments regarding recruitment procedures, workflow requirements, and applicable policies. Departments are assigned to analysts based primarily on position counts to help ensure workload is distributed relatively evenly across the HR team.

DEPARTMENT	POSITIONS	ASSIGNED HR ADMINISTRATOR SENIOR	ASSIGNED HR ANALYST
Airport	31	Senior A	HR Analyst A
Community Development	143	Senior A	HR Analyst B
Community Engagement	22	Senior B	HR Analyst C
Community Health & Safety	233	Senior B	HR Analyst D
Fire	218	Senior A	HR Analyst A
General Government	58	Senior B	HR Analyst D
Internal Services	123	Senior A	HR Analyst B
Police	241	Senior B	HR Analyst C

DEPARTMENT	POSITIONS	ASSIGNED HR ADMINISTRATOR SENIOR	ASSIGNED HR ANALYST
Public Utilities	297	Senior A	HR Analyst E
Public Works	356	Senior B	HR Analyst F
Solid Waste Management Agency (SWMA)	42	Senior A	HR Analyst A

Administrative managers and business operations managers serve as the primary liaisons between departments and HR throughout the recruitment process. These positions often support recruitment activities by coordinating documentation, routing approvals, communicating with HR, and assisting with onboarding activities. However, recruitment support is typically only one component of these roles' broader responsibilities. Depending on the department, these positions may also be responsible for budget administration, procurement, contracts, accounts payable, operational support, and other administrative functions. Departments determine how these responsibilities are assigned, and the availability and role of administrative managers can vary across the organization.

In general, staff reported that departments without dedicated administrative manager or business operations manager roles, or departments with vacancies in these roles, may experience additional challenges coordinating recruitment activities because recruitment-related responsibilities are often absorbed by department leadership.

DEPARTMENT	ADMINISTRATIVE MANAGER / BUSINESS OPERATIONS MANAGER POSITIONS
Airport	1
Community Development	4
Community Engagement	1
Community Health & Safety	4
Finance	2
Fire	1
General Government	0
Human Resources	1
Information Technology & Telecommunications	1
Police	3
Public Utilities	1

DEPARTMENT	ADMINISTRATIVE MANAGER / BUSINESS OPERATIONS MANAGER POSITIONS
Public Works	6
Solid Waste Management Agency (SWMA)	0

B. Scope and Methodology

This report's observations and recommendations were developed based on interviews, document review, best practice research, and analysis. The assessment was conducted primarily between March and June 2026 and consisted of four major phases:

PROJECT METHODOLOGY	
Project Phase	**Description**
1. Startup and Management	Phase 1 involved collaborative project planning with City management, including identifying interviewees, selecting documents for review, and best practices sources for comparison, establishing timing and methods for sharing results, and defining reporting protocols. We held a kickoff meeting with HR leadership to confirm expectations and discuss the overall project scope, logistics, deliverables, schedule, and progress reporting requirements. Roles and responsibilities of the audit team and City personnel were clarified, along with communication protocols and the format of deliverables. Throughout the engagement, we performed project management, including regular status updates and quality assurance reviews to ensure all deliverables met client standards before submission.
2. Fact-Finding	The second phase focused on executing planned activities such as interviews and document review. We gathered current information and insights from City leadership and staff involved in the recruitment process. ● **Documentation Review:** We requested relevant documentation, including, but not limited to, organization charts, policies and procedures, recruitment workflow, training documents, vacancy data, and time-to-fill data. ● **Interviews:** We conducted 10 interviews with leadership and staff from HR and seven interviews with leadership across key City departments to identify strengths, challenges, and opportunities for improvement in recruitment processes. Based on the information collected during fact-finding, we developed preliminary observations assessing the City's recruitment-related activities. These observations identified strengths and opportunities for improvement, providing a foundation for further analysis and recommendations.
3. Analysis	**Industry Best Practices:** We researched best practices in public sector recruitment, with a focus on process design, roles and responsibilities, use of applicant tracking systems, candidate experience, and related topics.
4. Reporting	We communicated the results of our analysis, with observations and recommendations presented first in a draft report that was reviewed with

PROJECT METHODOLOGY	
	management to confirm the practicality and relevance of recommendations before finalizing the report.

This study was completed under the consultancy standards of the American Institute of Certified Public Accountants (AICPA).

C. Commendations

We would like to extend our gratitude to City leadership and staff for their active engagement and valuable participation during this review. The success of this work has been underpinned by the following:

- **Commitment to Process Improvement and Recruitment Support:** Since the 2024 ERA, the HR team has taken several proactive steps to strengthen recruitment operations and support departments throughout the hiring process. During the review, the City shared materials, including recruitment process workflows, process maps, training resources, and other supporting documentation intended to improve consistency and clarify recruitment activities. Staff also reported that HR leadership has continued to evaluate opportunities to improve processes, increase transparency, and address operational challenges as they arise.
- **Strong Collaboration and Responsiveness Within HR:** Across interviews, staff consistently described the HR team as highly dedicated, collaborative, and responsive despite managing significant workloads and high recruitment volumes. Interviewees noted that HR staff work hard to support departments, move recruitments forward quickly, and provide ongoing assistance throughout the hiring lifecycle. Several staff members highlighted the team's willingness to provide hands-on support, answer questions, and adapt to changing departmental needs.
- **Willingness to Evaluate and Adapt Processes:** Staff demonstrated an openness to identifying process challenges and exploring opportunities for improvement. Interviewees discussed several areas currently being evaluated, including expanded use of Munis functionality, alternative approaches to reference checks, improvements to drug-testing coordination, and additional system support resources. This willingness to assess existing practices and consider operational improvements reflects a strong foundation for continued process enhancement.

III. Observations and Recommendations

A. Staffing Capacity and Workload

1.	Observation	**HR operates with relatively lean staffing levels while supporting a decentralized recruitment process that relies heavily on manual coordination and analyst involvement. As a result, staff capacity for process improvement, system optimization, training, and other strategic recruitment initiatives is often limited.**
	Recommendation	**To maximize the effectiveness of its current staffing resources, the City should prioritize reducing manual recruitment activities, increasing automation, and streamlining administrative workload before reevaluating long-term staffing needs.**

The City's 2024 ERA identified HR staffing levels as below industry benchmark ranges and noted that limited staffing capacity could affect the HR department's ability to effectively support organizational HR needs. At that time, the HR department consisted of 17 staff. Interviews conducted for this review suggest that many of those workload and capacity challenges continue today, particularly due to the operational complexity and manual coordination required throughout the recruitment process. At the same time, interviewees consistently described HR staff as collaborative and committed to improving recruitment operations. In particular, they identified several improvements implemented since the ERA, including documented recruitment workflows, expanded communication and training efforts, increased process tracking, and the addition of an HR analyst position. Staff continue to support a broad range of recruitment, onboarding, compliance, communication, and administrative activities within a relatively lean staffing structure.

HR's staffing levels today are low relative to the complexity of the recruitment process it supports and general industry standards. The HR department currently consists of 16 staff supporting 1,566 budgeted positions[1] across thirteen City departments. This equates to approximately one HR staff per 100 positions, which is below the median staffing ratio identified in recent benchmarking published by the Society for Human Resource Management (SHRM). Benchmarking data from 2025 reported a median staffing ratio of approximately 1.98 HR staff per 100 employees for all industries, though staffing ratios vary depending on organizational complexity, level of automation, and operating model [2]. Government organizations participating in SHRM's 2025 benchmarking survey reported a median HR-to-employee ratio of 1.67 HR staff per 100 employees[3]. To reach that ratio, the City would need to hire approximately 10 additional HR staff members.

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[1] City of Santa Fe, New Mexico, *Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025* (Santa Fe, NM: City of Santa Fe, 2025) https://santafenm.gov/6160_City_of_Santa_Fe_FINAL_Financial_Statements_6.30.2025.pdf.

[2] Society for Human Resource Management (SHRM), *CHRO Benchmarking Data Brief* (Alexandria, VA: SHRM, 2025) https://www.shrm.org/content/dam/en/shrm/topics-tools/research/chro-benchmarking-data-brief.pdf.

[3] Society for Human Resource Management (SHRM). *SHRM Benchmarking Report: CHRO Metrics—Government.* Alexandria, VA: Society for Human Resource Management, 2025. https://www.shrm.org/content/dam/en/shrm/research/benchmarking/chro-metrics/chro_metrics_report-government.pdf.

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In addition to the relatively low number of dedicated HR positions, the workload within HR is exacerbated by inefficient processes. Interviews and workflow analysis indicated that many recruitment activities continue to rely on manual processing and direct staff coordination. For example, HR analysts currently support a broad range of operational activities throughout the recruitment process, including manual application screening, onboarding coordination, workflow routing, candidate communication, and coordination with departments and vendors. Much of this work is manually tracked on spreadsheets or otherwise not supported by digital workflows. Staff repeatedly identified manual screening, onboarding paperwork, and applicant troubleshooting related to Munis issues and underutilized system functionality (see Munis System Limitations) as some of the most time-consuming portions of their workload. Staff reported that these activities require significant time and attention, reducing the amount of capacity available for training, process improvement, system optimization, and other strategic initiatives.

Operational Structure

HR analysts are assigned to departments with varying vacancy levels, bargaining agreements, operational complexity, and recruitment demands. Departments such as Fire, Police, Public Utilities, and Public Works represent some of the City's largest staffing environments and highest vacancies, while also experiencing some of the City's longest recruitment timelines. For example, Public Works had approximately 101 vacant positions as of April 2026 and an average time-to-fill of approximately 40 days in FY2025, while Public Utilities had approximately 66 vacant positions and the City's longest average recruitment timeline at approximately 48 days.

DEPARTMENT	# OF POSITIONS	VACANT POSITIONS (APRIL 2026)	AVERAGE TIME-TO-FILL* (FY 2025)
Airport	31	4	Not Available
Community Development	143	25	36 days
Community Engagement	22	2	35 days
Community Health & Safety	233	40	30 days
Fire	218	20	32 days
General Government	58	14	26 days
Internal Services**	123	22	Not Available
Police	241	22	43 days
Public Utilities	297	66	48 days
Public Works	356	97	40 days
Solid Waste Management Agency (SWMA)	42	0	Not Available

** Departments identified as "Not Available" are not included as departments within the FY 2025 Time-to-Fill report; therefore, department-specific time-to-fill data were not available.*

***Internal Services includes many departments and divisions including HR, Finance, and ITT.*

In addition, Fire and Police also operate within specialized public safety recruitment environments that involve additional background investigations, certifications, academy scheduling, and bargaining agreement requirements (Recruitment Process Opportunities) These additional requirements increase the complexity of recruitment activities and require analysts supporting these departments to develop specialized knowledge of department operations, hiring requirements, and applicable policies. As a result, workload demands are influenced not only by the number of positions or vacancies within a department, but also by the complexity of the recruitments being supported. These activities also require additional coordination and staff time, contributing to workload demands that are not reflected by staffing counts alone. Several interviewees noted that recent analyst reassignments created temporary confusion and required departments and HR staff to rebuild operational familiarity and working relationships (see Change Management), highlighting the extent to which the current operating model relies on department-specific knowledge and established relationships.

Overall, HR staff spend a significant portion of their time supporting manual recruitment activities and department coordination. While staff have continued implementing process improvements and supporting departments, the current workload has limited the amount of time available for training, system optimization, process improvement, and other initiatives intended to strengthen recruitment operations over the long term.

Recommendation

To maximize the effectiveness of its current staffing resources, the City should prioritize reducing manual recruitment activities and administrative workload before considering additional staffing resources.

The City should first focus on identifying recruitment activities that consume significant staff time and can be automated, standardized, or streamlined. Priority areas identified during this review include applicant notifications, recruitment status tracking, onboarding documentation, reporting, and other activities currently managed through spreadsheets, email follow-up, or manual data entry (see Recruitment Process Opportunities, Munis System Limitations, and Change Management).

To support these efforts, the City should develop a prioritized recruitment improvement implementation plan that identifies specific workload reduction opportunities, assigns responsibility for implementation, and establishes target completion dates. The recommendations from this report can serve as a basis for this work, but the HR Analysts should be actively involved in developing the implementation plan to ensure that it is feasible with current workloads. Progress should be reviewed periodically to assess whether changes are reducing staff workload and improving recruitment efficiency.

Once these process improvements have been implemented and enough time has passed to evaluate their impact, the City should reassess staffing levels, workload demands, and recruitment performance to determine whether additional staffing resources or specialized support positions are necessary.

B. Training and Communication

2.	Observation	While HR has established several tools, resources, and communication forums to support recruitment activities, training on the recruitment process is not standardized or consistently implemented across departments and HR staff. As a result, recruitment activities and system usage can vary by department, role, and individual experience level, leading to inconsistent process execution, communication gaps, and delays throughout the recruitment lifecycle.
	Recommendation	To improve consistency, communication, and understanding of recruitment processes across the organization, HR should: A. Establish a more structured and standardized recruitment training program for both HR and department staff involved in recruitment activities. B. Establish a centralized repository for recruitment-related resources. C. Formalize transition and onboarding practices when recruitment responsibilities change.

Effective recruitment processes rely on clear training, documented procedures, defined responsibilities, and consistent communication so that hiring activities are carried out consistently across the organization. Industry best practices also emphasize the importance of structured onboarding and role-based training programs to help ensure employees responsible for recruitment activities understand recruitment workflows, system functionality, applicable policies, and timeline expectations throughout the hiring process[4].

As discussed previously, the City has taken several steps in recent years to improve recruitment-related guidance and communication, including developing workflow maps, SOPs, recruitment planning documentation, and training materials intended to support departments throughout the recruitment process. HR also facilitates monthly HR User Group (HUG) meetings, which are designed primarily for administrative managers and other department staff involved in recruitment and HR-related activities. During these meetings, HR provides updates on recruitment processes, personnel actions, interviews, workflow requirements, policy changes, and other HR procedures, while also providing departments an opportunity to ask questions and discuss challenges. Meetings are recorded and supporting materials are generally distributed through Microsoft Teams for future reference.

Staff noted that communication and coordination between HR and departments have improved in recent years and HR has continued expanding training-related efforts through additional SOPs, recorded training materials, department check-ins, and a broader HR training calendar expected to include supervisor and system-related training beginning in 2026. However, staff also reported that participation and engagement in HUG meetings vary across departments due to competing priorities,

[4] Society for Human Resource Management (SHRM), "Onboarding," SHRM, https://www.shrm.org/topics-tools/topics/onboarding.

scheduling conflicts, whether or not the department has administrative manager or business operations manager roles, and differing levels of recruitment involvement.

Despite these efforts, recruitment training for both HR analysts and the departments currently occurs primarily through informal coaching, peer support, hands-on experience, or reactive troubleshooting rather than through a structured, standardized training program. HR staff noted that departments often rely heavily on assigned HR analysts for process guidance because recruitment knowledge and system familiarity vary across individual administrative managers. Staff also reported that newer administrative managers or hiring managers do not receive formal onboarding specific to recruitment responsibilities and instead learn processes gradually while actively managing recruitments. Staff noted that HR leadership has identified structured training and supervisor onboarding as an area for continued improvement, though staff capacity has limited the department's ability to formalize these efforts to date.

Variation in training and information sharing also impacts consistency in how recruitment processes are performed across departments. Staff described situations where departments were unfamiliar with workflow expectations, timelines, budget coordination requirements, or documentation requirements, resulting in delays, incomplete submissions, or additional follow-up with HR. Staff also noted that departments do not always understand where recruitments are within the workflow or which actions are pending departmental versus HR review, contributing to confusion regarding process ownership and timelines (see Recruitment Process Opportunities). Additionally, inconsistent familiarity with Munis functionality can increase reliance on HR staff for troubleshooting and transactional support.

Recommendation

To improve consistency, communication, and understanding of recruitment processes across the organization, the HR leadership should establish a more structured and standardized recruitment training program for both HR staff and departments involved in recruitment activities.

The program should include role-based onboarding and refresher training for employees involved in recruitment activities, centralized training materials and workflow documentation, and more formalized knowledge transfer practices when recruitment responsibilities change. Training efforts should also reinforce workflow expectations, communication responsibilities, and appropriate use of Munis functionality throughout the recruitment process.

HR leadership should also establish a centralized repository for recruitment-related resources, including workflow documentation, SOPs, training recordings, quick-reference guides, and frequently asked questions. While many of these resources already exist, centralizing and organizing them would improve accessibility, reduce reliance on informal knowledge transfer, and support more consistent process execution across departments.

The HUG meetings provide a strong foundation for ongoing communication and training and should continue to be leveraged as a primary recruitment support forum. To increase their effectiveness, HR leadership should consider establishing a more structured format with recurring recruitment topics, workflow updates, common process issues, and targeted training modules. HR leadership should also evaluate opportunities to strengthen accountability by identifying required attendees, tracking participation, and incorporating training completion expectations for employees with recruitment responsibilities.

HR leadership also noted that the City is in the process of expanding available training space through the establishment of a dedicated IT training lab, which is expected to provide HR with priority access beginning later in 2026. As this resource becomes available, HR should leverage the additional training capacity to expand recruitment and supervisor training offerings, while continuing to evaluate longer-term training space needs to support ongoing employee development across the organization.

Finally, HR leadership should formalize transition and onboarding practices whenever recruitment responsibilities change. This should apply to HR staff, administrative managers, business operations managers, hiring managers, supervisors, and other employees involved in recruitment activities. Transition practices should include documented handoffs of active recruitments, department-specific process guidance, key workflow requirements, important contacts, and any pending actions or approvals.

Establishing a consistent transition process would help ensure recruitment knowledge, responsibilities, and ongoing activities are transferred effectively whenever staffing changes occur. This would reduce reliance on informal communication, minimize disruption during personnel changes, and help maintain continuity and consistency throughout the recruitment process.

C. Recruitment Process Opportunities

3.	**Observation**	**The City's recruitment process is generally functioning effectively, and recruitment timelines appear comparatively reasonable overall. However, opportunities exist to further formalize workflow expectations, clarify ownership of process steps, and improve coordination between HR, departments, and other stakeholders involved in recruitment activities.**
	Recommendation	**To improve consistency and coordination throughout the recruitment process, HR should finalize its recruitment workflow documentation and continue strengthening role clarity, communication protocols, handoff management, and accountability for stakeholders involved in the recruitment process.**

As discussed above, the recruitment process relies on multiple transitions between HR and departments, making communication, coordination, and clearly defined responsibilities critical to maintaining an efficient hiring process. At a high level, responsibility shifts between HR and departments at least four major times, as detailed below.

RECRUITMENT PHASE	PRIMARY OWNER
Recruitment Request & Advertising	Hiring Department → HR
Applicant Screening	HR
Interviews & Candidate Selection	Hiring Department
Offer, Approvals & Pre-Employment	HR
Department Onboarding & Day 1 Preparation	HR & Hiring Department

Based on the reviewed data, the City's recruitment process appears to be functioning comparatively well overall (see Appendix B for detailed time-to-fill analysis). For FY 2025, the City's average time to fill positions was approximately 37 days, compared to 33 in early 2024. While this number has increased since 2024, it is still well below broader public sector hiring benchmarks identified in national recruitment studies. For purposes of the City's reporting, time-to-fill is measured from the date a recruitment closes to the date the City Manager approves the personnel action. By comparison, NEOGOV defines time-to-hire as the time from creation of a job requisition to the date a candidate accepts an offer, resulting in a broader measurement that captures additional stages of the recruitment process. According to NEOGOV's 2020 Time-to-Hire Report,[5] the average public sector time-to-hire nationally was approximately 119 days.

Although overall recruitment timelines do not indicate significant systemic delays, staff identified several areas where workflow execution, communication, and process ownership could be further clarified or standardized to improve coordination and make the recruitment process easier for departments and stakeholders to navigate.

- **Screening and Lists of Eligibles (LOEs):** HR analysts are responsible for manually screening applicants against minimum qualifications before forwarding eligible candidates to departments for interview consideration. Staff noted that this process can be time-intensive for high-volume recruitments and can create tension between HR and the departments they support. HR is responsible for screen applicants against the minimum qualifications listed in the job posting or classification specification. Multiple interviewees reported the experience of having well-qualified candidates screened out by HR. This may be due to either the department having an unclear understanding of the minimum qualifications or HR misinterpreting the minimum qualifications. Department representatives expressed a desire for greater visibility into why applicants were determined eligible or ineligible, particularly when applicants had related experience that did not clearly match the stated minimum qualifications.
- **Department and HR Coordination and Communication:** Departments are generally responsible for scheduling interviews and communicating with candidates after LOEs are issued; however, updates regarding interview status, delays, or candidate selections are not always consistently communicated back to HR. As a result, HR may have limited visibility into where recruitments are within the process, making it more difficult to provide consistent visibility into recruitment status across stakeholders. Departments also expressed a desire for greater visibility into recruitment timelines and status updates throughout the last two stages of the process.
- **Workflow Ownership and Concurrent Activities:** Several recruitment activities across the last two phases of the recruitment process are intended to occur concurrently, including onboarding coordination, salary approvals, background checks, drug testing, position reclassification, and IT access preparation. According to leadership, although Finance provides the budgeted salary during the job opening approval process and HR provides departments with a salary compensation analysis when the LOE is released, these activities still require coordination among HR, Finance, and hiring departments. Staff noted that when responsibilities are not clearly understood or consistently communicated, additional follow-up and coordination are often required to move recruitments forward. For example, HR staff described situations where onboarding forms, IT access requests, or salary-related approvals were completed or submitted with incomplete information by department leadership instead of administrative managers,

[5] NEOGOV, *2020 Time-to-Hire Report* (El Segundo, CA: NEOGOV, 2020), accessed May 15, 2026, https://www.neogov.com/hubfs/NEOGOV-Time-to-Hire-Report.pdf.

requiring additional clarification and delaying portions of the onboarding or hiring process. Leadership also noted that when hiring recommendations exceed the budgeted salary for a position, additional analysis, approvals, and funding documentation may be required, which can extend portions of the recruitment process.

- **Reference Checks:** Staff noted that reference check practices vary across departments, and HR reported that some reference checks provide limited or inconsistent information, reducing the effectiveness and consistency of this portion of the hiring process. HR is currently evaluating the use of a third-party vendor to support more standardized reference check processes.
- **Specialized Recruitment Processes:** Certain recruitments involve additional workflow complexity that requires coordination of specialized hiring requirements. Police recruitments, for example, include department-managed background investigations and additional screening activities that exceed the City's standard hiring process for non-public safety positions—including extensive background investigations, review of criminal and traffic history, psychological evaluations, chief interviews, and other public safety screening requirements. Police staff noted that recruiting for sworn positions is highly competitive and expressed concern that delays occurring after completion of background investigations may increase the risk of losing qualified candidates to competing agencies with faster hiring processes. Although opportunities exist to improve coordination and communication throughout portions of the process, the department's average time-to-fill of approximately 43 days indicates that many police recruitments are progressing efficiently despite the additional complexity associated with law enforcement hiring[6].
- **External Dependencies:** Staff identified drug-testing coordination and result processing as a challenge affecting some safety-position recruitments. Staff reported that vendor turnaround times and manual result-processing activities can occasionally extend portions of the hiring process and delay candidate start dates after a hiring decision has already been made.

Strengthening these areas could help improve workflow consistency, reduce administrative follow-up, and support clearer coordination between HR, departments, and other stakeholders throughout the recruitment process.

Recommendation

To improve consistency and coordination throughout the recruitment process, the City should finalize and formalize its recruitment workflow documentation (see Appendix A) by incorporating pending revisions, reflecting process changes implemented since December 2024, and clearly defining ownership, communication requirements, expected timelines, and accountability for each major phase of the recruitment process. It will be especially important to focus on the last two phases of the recruitment work that take place once a candidate is selected.

The finalized workflow should identify:

- The primary owner of each recruitment activity
- Required communications and handoffs between HR, departments, Finance, onboarding staff, and other stakeholders

[6] International Association of Chiefs of Police, *The State of Recruitment & Retention: A Continuing Crisis for Policing – 2024 Survey Results* (Alexandria, VA: International Association of Chiefs of Police, 2025), accessed May 15, 2026, https://www.theiacp.org/sites/default/files/2025-06/IACP_2024%20Recruitment%20%26%20Retention%20Survey%20Results_2.pdf

- Expected turnaround times for key process steps
- Escalation procedures when recruitment activities exceed established timelines

Once finalized, workflow expectations should be incorporated into recruitment training and onboarding materials to help ensure departments consistently understand their responsibilities, communication requirements, and timeline expectations throughout the hiring process. Where feasible, the City should also evaluate opportunities to improve visibility into workflow status through existing Munis functionality (see Munis System Limitations)

For specialized recruitment processes, including Police and other safety-sensitive positions, HR and department leadership should establish documented timeline expectations for major recruitment milestones, including background investigations, pre-employment screening activities, and final hiring decisions. HR and department leadership should also meet periodically (e.g., quarterly) to review recruitment performance metrics, discuss recurring bottlenecks, and identify opportunities for process improvement. Metrics reviewed could include time-to-fill, vacancy levels, recruitment volume, background investigation timelines, candidate withdrawals, and other department-specific performance indicators.

Finally, the City should continue evaluating opportunities to standardize activities that currently vary across departments, such as reference checks, recruitment status updates, and candidate communications, to support a more consistent experience for departments, applicants, and HR staff, while continuing to monitor recruitment performance metrics to identify bottlenecks and opportunities for improvement.

D. Munis System Limitations

4.	**Observation**	**Recruitment workflows within Munis, the City's Human Resources Information System (HRIS), are not optimized or consistently used across HR and departments, resulting in manual workarounds, limited workflow visibility, and additional coordination outside the system that contributes to communication gaps and recruitment bottlenecks.**
	Recommendation	**Continue coordinating between HR, IT, and the Munis system vendor to evaluate opportunities to better utilize existing Munis functionality and implement enhancements.**

Effective recruitment IT systems should support standardized workflows, process visibility, consistent communication, and efficient tracking of recruitment activities across stakeholders involved in the hiring process. Munis serves as the City's primary system for managing recruitment activities, including job postings, applicant tracking, workflow approvals, onboarding coordination, and recruitment documentation.

While Munis is an industry standard system and supports the City's core recruitment processes, staff described several operational challenges associated with day-to-day system use. Recruitment activities often require additional manual tracking, email coordination, and follow-up outside the system to monitor recruitment status, communicate updates, and ensure workflows continue progressing between HR and departments. Visibility into recruitment status and pending actions can

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also vary depending on where a recruitment is within the process and which department or stakeholder is responsible for the next step.

Familiarity with available Munis functionality also varies across departments and users, contributing to inconsistent workflow practices and increased reliance on HR analysts for troubleshooting and system support. In some cases, departments use external spreadsheets, email tracking, or other manual processes to supplement recruitment workflows and reporting activities.

Several examples of underutilized system functionality were identified during interviews. For example, HR staff noted that Munis includes functionality for automated applicant notifications, knockout screening questions, document routing, and workflow tracking that could help reduce manual communication, improve applicant visibility, and streamline portions of the screening and onboarding process. Recruitment metrics and time-to-fill reporting are also tracked partially outside the system because existing reporting functionality is not consistently utilized or may not fully meet operational needs.

Staff also described applicant-facing challenges associated with the current use of Munis. Applicants reportedly often have significant trouble creating accounts, uploading required documentation, resetting passwords, or understanding how information should be entered into the application system. HR staff noted that applicants frequently contact HR directly for assistance completing applications or resolving system-related issues, and analysts often manually assist applicants or upload documentation on the backend to help candidates complete the process, which can increase staff workload. Staff also noted that limited workflow visibility and inconsistent communication throughout portions of the hiring process can create confusion for applicants regarding recruitment status, next steps, or points of contact.

To address these issues, leadership noted that HR is currently coordinating with IT to evaluate enhancements to the applicant portal and other applicant-facing functionality within Munis intended to improve usability and reduce the need for manual applicant support.

Collectively, these challenges contribute to inconsistent workflow execution, additional administrative effort, and reduced visibility into recruitment activities across departments.

Recommendation

To improve workflow visibility, system utilization, and applicant experience throughout the recruitment process, the City should continue coordinating between HR, IT, and the Munis system vendor to evaluate opportunities to better utilize existing Munis functionality and implement enhancements to applicant-facing tools and workflows where feasible.

These efforts should focus on reducing manual tracking and communication outside the system, improving visibility into recruitment status and workflow ownership, expanding use of automated functionality where feasible, and improving the usability and transparency of applicant-facing recruitment activities.

Given current HR and IT workload demands, the City should prioritize enhancements that provide the greatest operational benefit, including applicant-facing functionality, workflow visibility, automated communications, and recruitment reporting. HR noted that the City recently approved a dedicated HRIS Manager position, with recruitment expected to begin in the new fiscal year. This position

should provide additional capacity to support system administration, evaluate underutilized Munis functionality, coordinate with IT and the vendor, and advance many of the system enhancements identified. Change Management

5.	**Observation**	**HR analyst department reassignments were implemented without clear transition planning, communication, or knowledge transfer practices, creating temporary confusion regarding roles, responsibilities, and department points of contact.**
	Recommendation	**To improve continuity and reduce disruption during future analyst reassignments or similar staffing transitions within the recruitment function, the City should establish a more structured transition process.**

Effective transition planning and change management practices help organizations maintain continuity when responsibilities, assignments, or operational processes change. These practices typically include advance communication, clearly defined transition plans, documented knowledge transfer, and clearly communicated points of contact to minimize disruption during implementation.[7]

In January 2026, HR reassigned departmental analyst portfolios to promote cross-training and broaden analyst familiarity with different departments, operational workflows, and the multiple collective bargaining agreements that govern recruitment, staffing, promotional, and personnel practices across the City. The reassignment affected analyst portfolios supporting multiple operational departments and bargaining units across the City, including large departments such as Fire, Police, Public Utilities, and Public Works.

While HR staff reported generally understanding and supporting the goals of the reassignment, staff and departments reported that the transition occurred relatively quickly and without a formal communication or transition plan. Staff noted there was limited time to transfer ongoing recruitment activities, communicate department-specific processes, or formally transition established department relationships before new assignments became effective. Departments also described uncertainty regarding updated points of contact and communication expectations following the reassignment and, in some cases, continued reaching out to prior analysts for support during the transition period.

Staff further noted that analysts were simultaneously learning new departmental operations and bargaining agreement requirements while continuing to assist former departments during the transition. Several staff noted that although the reassignment was intended to support long-term cross-training and operational resiliency, the lack of a more structured transition process created temporary communication challenges, confusion regarding responsibilities, and additional coordination efforts for both HR staff and departments.

Although staff generally supported the long-term goals of expanding cross-training and operational flexibility, the reassignment highlighted the importance of structured transition planning and communication practices when reassigning recruitment responsibilities. More formalized transition

[7] Forbes Human Resources Council, "19 Best Practices for Change Management Success," *Forbes*, April 11, 2024, https://www.forbes.com/councils/forbeshumanresourcescouncil/2024/04/11/19-best-practices-for-change-management-success/.

procedures and clearer communication expectations could help reduce disruption, improve continuity of service, and support smoother implementation of future analyst transitions.

Recommendation

To improve continuity and reduce disruption during future analyst reassignments, the City should establish a more structured transition process that includes advance communication, defined handoff procedures, knowledge transfer expectations, and clearly communicated department points of contact.

At a minimum, future analyst transitions should include:

- Documented transfer of active recruitments and pending actions
- Department-specific knowledge transfer related to workflows, bargaining agreements, and key contacts.
- Communication to departments regarding new analyst assignments and transition timelines
- Follow-up meetings with affected departments to identify and address transition issues

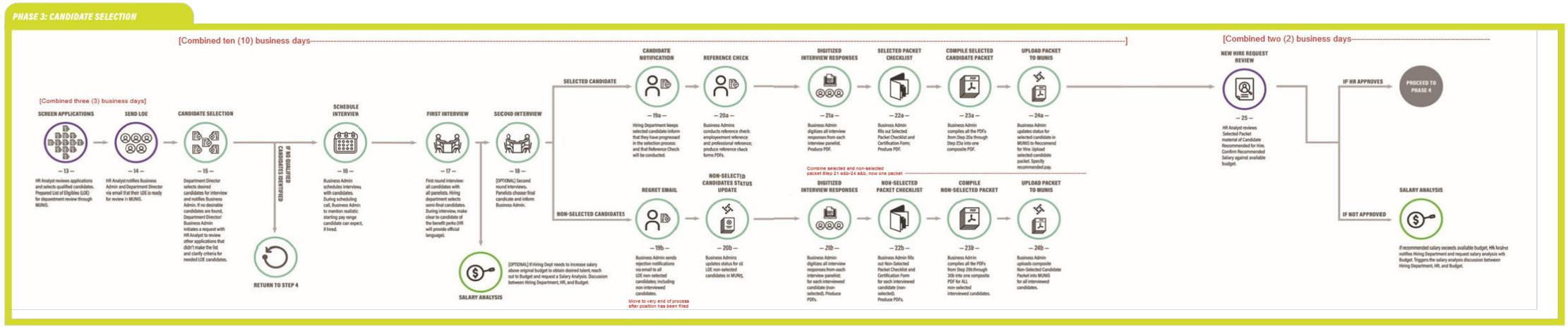
While the January 2026 reassignment was intended to strengthen cross-training and operational flexibility, implementing a more structured transition approach could help preserve continuity of service, reduce confusion, support smoother analyst transitions, reduce reliance on informal knowledge transfer, and improve continuity of recruitment support provided to departments.

Appendix A: Recruitment Process Workflow

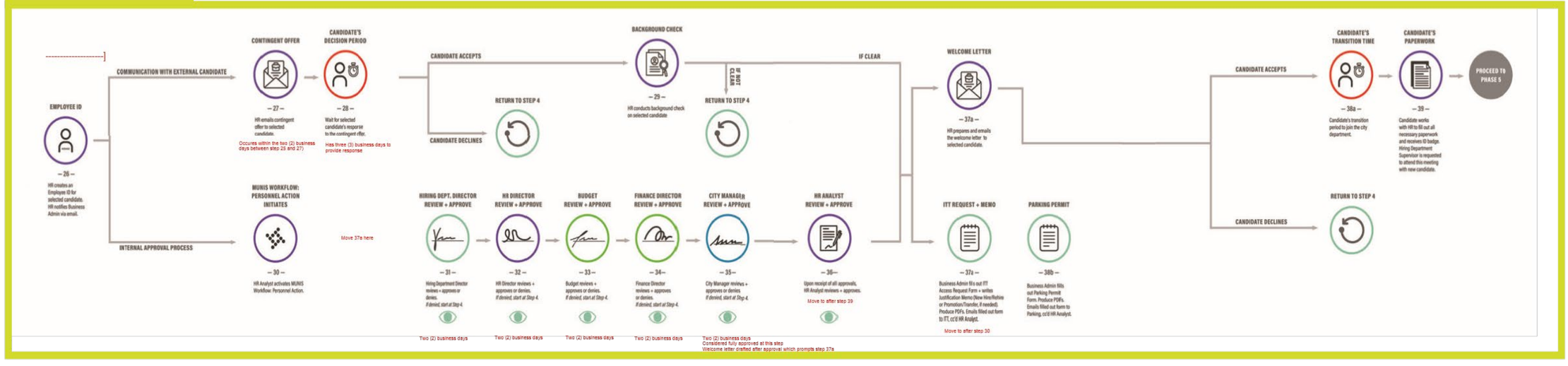
The City has developed a draft recruitment process flowchart that outlines the steps in the process. The recruitment process is divided into five key phases: Needed Team Member Engagement, Job Advertising, Candidate Selection, Job Offer and Negotiation, and Onboarding. Detailed steps for each phase are illustrated below.



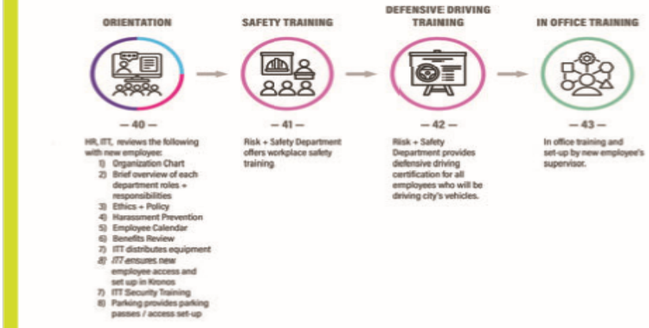




PHASE 4: JOB OFFER + NEGOTIATION



PHASE 5: ONBOARDING





NEW HIRING WORKFLOW

BEACON TEAM RECOMMENDED REFINEMENT | DECEMBER 2024

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Appendix B: Time to Fill Analysis

The following table summarizes recruitment timeline data provided by the City for FY 2025. For purposes of the City's reporting, time-to-fill is measured from the date a recruitment closes to the date the City Manager approves the personnel action. This definition differs from the broader "time-to-hire" metric referenced in national benchmarking sources and should be considered when comparing results.

The analysis includes average, shortest, and longest time-to-fill metrics by department and was used to identify recruitment trends and variations in hiring timelines across the organization. While time-to-fill is one indicator of recruitment performance, timelines can vary based on position type, hiring complexity, departmental needs, and other operational factors.

DEPARTMENT	AVERAGE TIME TO FILL POSITION (DAYS)	QUICKEST TIME TO FILL (DAYS)	LONGEST TIME TO FILL (DAYS)
Citywide	37	12	153
Community Development	36	20	59
Community Engagement	35	26	58
Community Health & Safety	30	12	74
Finance	34	13	59
Fire	32	15	59
Police	43	18	75
General Government	26	15	38
Human Resources	20	15	31
Information Technology & Telecommunications	40	20	59
Public Utilities	48	21	153
Public Works	40	13	107

FOR INTERNAL USE OF CITY OF SANTA FE, NEW MEXICO ONLY



Regular Meeting of the Finance Committee
August 10, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Regular Meeting of the Finance Committee was called to order by Councilor Faulkner at 5:02 PM, on Monday, August 10, 2026, in the Council Chambers, CIty Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT
Councilor Jamie Cassutt
Councilor Pilar Faulkner
Councilor Lee Garcia
Councilor Alma Castro
Councilor Paul Bustamante

MEMBERS EXCUSED

OTHER PARTICIPANTS ATTENDING
Monica F. Maestas, Finance Department Director
Erminia M. Tapia, Business Operations Manager
Destiny C. Duran, Administrative Manager

3. Approval of Agenda

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to Approve.

VOTE The motion Passed on a voice vote.

4. Approval of Consent Agenda

MOTION A motion was made by Councilor Castro, seconded by Councilor Cassutt, to Amend.

VOTE The motion Passed on a voice vote.

The following items were pulled for Discussion:

- Item 7e.
- Item 7f.
- Item 7i.

5. Public Comment

6. Presentations

7. Action Items: Consent Agenda

    a. Request for Approval of the July 27, 2026, Finance Committee Meeting Minutes. (Erminia Tapia, Business Operations Manager; emtapia@santafenm.gov)

        Committee Review:
        Finance Committee: 08/10/2026

Approved on Consent.

    b. Request for Approval of Amendment No. 2 to Item # 22-0259 with Routeware, Inc. to Increase Compensation by $392,642.68 for a New Total Amount of $940,323.09 for Software-as-a-Service (SaaS) and Fleet Technology Solutions for Waste Management and Recycling Industry. (Debora Trujillo, Environmental Services Division Director; dctrujillo@santafenm.gov)

        Committee Review:
        Public Works and Utilities Committee: 08/03/2026
        Finance Committee: 08/10/2026
        Governing Body: 08/12/2026

Approved on Consent.

    c. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $6,000,000 from the Water Enterprise Cash Fund to the Water WIP Construction for On-Call Construction Services for Sub Surface Contracting, Inc. (Bill Huey, Engineer, Public Utilities; bchuey@santafenm.gov)

        Committee Review:
        Public Works and Utilities Committee: 08/03/2026
        Finance Committee: 08/10/2026
        Governing Body: 08/12/2026

Approved on Consent.

    d. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $155,390 from Unanticipated GRT/One-Time Funds for the Southside Library Operations to Open the Southside Library on Sundays. (Margaret Neill, Library Director; mnneill@santafenm.gov)

        Committee Review:
        Quality of Life Committee: 08/05/2026
        Finance Committe: 08/10/2026
        Governing Body: 08/12/2026

Approved on Consent.

e. Request for Approval of the Purchase of 24 Police Vehicles Including Equipment and Labor Costs Associated with Each Vehicle in the Total Amount $2,209,187.75 from Chalmers Ford, MHQ, and Code 3 Service LLC. (Lawrence Barnett, Deputy Chief of Police; lbarnett@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/05/2026
Finance Committe: 08/10/2026
Governing Body: 08/12/2026

MOTION A motion was made by Councilor Garcia, seconded by Councilor Bustamante, to Approve.

VOTE The motion Passed on a roll call vote.

f. Request for Approval of Amendment No. 5 to Item #23-0551 Memorandum of Understanding with Santa Fe County to Increase the Compensation by $20,000 for a New Total Amount of $245,000 for Local LDWI Grant Funds. (Erik Ramirez, Police Captain; emramirez@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/05/2026
Finance Committee: 08/10/2026
Governing Body: 08/12/2026

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Castro, to Approve.

VOTE The motion Passed on a roll call vote.

g. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $750,000, with $500,000 from the Lodgers Tax Fund and $250,000 from the General Fund to Salaries and Benefits for New Positions within the Police Department. (Ben Valdez, Interim Chief of Police; bpvaldez@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/05/2026
Finance Committee: 08/10/2026
Governing Body: 08/12/2026

Approved on Consent.

h. Request for Approval of Cooperative Grant Agreement with New Mexico Tourism Department for Marketing in the Total Amount of $259,527 through June 30, 2027. (Randy Randall, TOURISM Santa Fe, Executive Director; rrandall@santafenm.gov).

1. Request for Approval of Budget Adjustment Request (BAR) to Allocate Funds in the Amount of $64,455 for the Marketing Cooperative Agreement.

Committee Review:
Quality of Life Committee: 08/05/2026
Finance Committee: 08/10/2026
Governing Body: 08/12/2026

Approved on Consent.

i. Request for Approval of a Goods and Services Contract With Axon Enterprises, Inc, for the Purchase of the Drone as First Responder Program in the Total Amount of $2,168,020 until June 30, 2031. (Ben Valdez, Interim Chief of Police, bpvaldez@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $433,604 from the General Fund Reserves to the Inventory Exempt Equipment Account for FY27.

Committee Review:
Finance Committee: 08/10/2026
Governing Body: 08/12/2026

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Bustamante, to Approve.

VOTE The motion Passed on a roll call vote.

j. CONSIDERATION OF BILL NO. 2026-14. ADOPTION OF ORDINANCE NO. 2026-___. (Councilor Jamie Cassutt and Councilor Patricia Feghali)
A Bill Amending Section 14-7.9, SFCC 1987, to Clarify a Park Impact Fee Exemption as it Relates to Certain Construction Permits. (Janice Biletnikoff, Long-Range Strategic Planner; jibiletnikoff@santafenm.gov)

Committee Review:
Governing Body (Introduction): 07/08/2026
Governing Body (Public Comment): 07/29/2026
Public Works and Utilities Committee: 08/03/2026
Finance Committee: 08/10/2026
Governing Body (Public Hearing): 08/26/2026

Approved on Consent.

k. CONSIDERATION OF RESOLUTION NO. 2026-__(Councilor Paul Bustamante and Councilor Patricia Feghali)
A Resolution Adopting the City of Santa Fe's ("City's") Regional Annual Transit Service Plan for Fiscal Year 2027; Accepting the North Central Regional Transit District's ("NCRTD's") Fiscal Year 2027 Proposed Funding of Regional Services Provided by the City of Santa Fe $1,421,890; and Approving the Submission of the City's Regional Annual Transit Service Plan for Fiscal Year 2027 to the NCRTD's Board of Directors for Approval. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)
Committee Review:
Governing Body (Introduction): 07/29/2026
Quality of Life Committee: 08/05/2026
Finance Committee: 08/10/2026
Governing Body: 08/12/2026

Approved on Consent.

8. Action Items: Discussion Agenda

9. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2026-__ . (Mayor Michael Garcia, Councilor Paul Bustamante, Councilor Jamie Cassutt, Councilor Amanda Chavez, Councilor Lee Garcia, Councilor Elizabeth Barrett)
    A Resolution Proposing Four Ballot Questions to Be Submitted to the City of Santa Fe Voters at the November 3, 2026 General Election Relating to the Issuance of General Obligation Bonds: (1) up to $11,250,000 for Citywide Street, Sidewalk, Curb-ramp, and Pedestrian Accessibility Improvements; (2) up to $4,500,000 for Municipal Recreation Complex Soccer Valley Improvements; (3) up to $4,250,000 for Swan Park Splash Pad and Related Improvements; and (4) up to $5,000,000 for Midtown Capital Improvements; for a Total Maximum Principal Amount of $25,000,000 to Be Repaid from Property Taxes. (Sam Burnett, Public Works Directoer; jsburnett@santafenm.gov)

    Committee Review:
    Finance Committee (Introduced): 08/10/2026 (INTRODUCED PER PROCEDURAL RULE Section (IV)(A)(1))
    Governing Body: 08/12/2026

10. Matters from Staff

11. Matters from the Committee

12. Matters from the Chair

13. Next Meeting: Monday, August 24, 2026

14. Adjourn

Meeting Adjourned at 5:36 P.M.

ERMINIA TAPIA

_____ _____

Liaison Chair

CITY OF SANTA FE

Date: July 9, 2026

To: Governing Body

From: Marcos Esquibel, Interim Streets Division Director MARCOS ESQUIBEL

Via: Sam Burnett, Interim Public Works Department Director JOHN BURNETT (Jul 20, 2026 06:19:15 MDT)
Carol Swenson, Public Works Business Operations Manager YVONNE SWENSON (Jul 13, 2026 13:50:34 MDT)

Subject: Capital Appropriation Agreement Project 25-J2492-1 Siringo Road

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ACTION:
Request for Approval of Capital Outlay Grant Agreement with the New Mexico Department of Finance and Administration Project 25-J2492-1 for Improvements to Siringo Road Between St. Francis and Boltuph Road in the Total Amount of $800,000 with a Reversion Date of June 30, 2028. (Marcos Esquibel, Public Works, Interim Streets Director, mpesquibel@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate $800,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction.

BACKGROUND AND SUMMARY:
The City of Santa Fe has been awarded Capital Outlay Project 25-J2492-1 in the amount of $800,000 "…to provide urgent or emergency funding for infrastructure and equipment needs statewide: plan, design, and construct improvements to Siringo road between St. Francis and Boltuph Road to including but not limited to pavement, utilities, infrastructure, and landscaping in Santa Fe in Santa Fe County."

The Agreement designates Mayor Michael Garcia, or their successor, as the official representative in all matters related to the Agreement and therefore requires review by Governing Body.

ATTACHMENTS:
Grant Agreement
PLID Form
BAR

ERIKA LUJAN
ERIKA LUJAN (Jul 22, 2026 15:36:02 MDT)

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

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

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 54, Paragraph 5, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J2492-1** ("**Project**") 6/30/2028 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 54, Paragraph 5, Eight Hundred Thousand Dollars and Zero Cents, $800,000.00, to provide urgent or emergency funding for infrastructure and equipment needs statewide: plan, design, and construct improvements to Siringo road betweenSt. Francis and Boltuph Road to including but not limited to pavement,utilities, infrastructure, and landscaping in Santa Fe in Santa Fe County..

B. Grantee's total reimbursements shall not exceed $800,000.00 Eight Hundred Thousand Dollars and Zero Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 Zero, which equals $800,000.00 Eight Hundred Thousand Dollars and Zero Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

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

II. DISBURSEMENT LIMITATION

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

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

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

Grantee: City of Santa Fe
Name: Michael J. Garcia
Title: Mayor
Address: P.O. Box 909, Santa Fe NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

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

Grantee: City of Santa Fe
Name: Andrea Phillips
Title: Deputy City Manager / Finance Director
Address: P.O. Box 909, Santa Fe NM 87504
Email: akphillips@santafenm.gov

Telephone: 505-955-6337

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

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

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

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

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

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

VII. AMENDMENTS

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

VIII. REPORTING

A. Database Reporting

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

B. Requests for Additional Information/Project Inspection

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

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

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

B. Requests for Additional Information/Project Inspection

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

IX. REQUEST FOR PAYMENT PROCEDURES

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

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

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

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

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

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

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

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

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

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

XIV. LIABILITY

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

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

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

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

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

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

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

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

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

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary or Designee:

_____ _____

Signature Date

Chief Financial Officer or Designee:

_____ _____

Signature Date

Local Government Division Director or Designee:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____ _____

Signature Date

APPROVED BY GRANTEE:

City of Santa Fe
Entity Name

Official with Authority to Bind Grantee:

Clerk Attestation

Signature

Michael Garcia
(Print Name)

Mayor
(Title)

Date

Fiscal Officer or Chief Financial Officer:

Monica Maestas Finance Director
Signature

Andrea Phillips
(Print Name)

Interim Finance Director
(Title)

Date

As To Legal Form And Sufficiency

Kevin L. Nault
Kevin L. Nault (May 27, 2026 16:28:06 MDT)
Signature

Kevin L. Nault
(Print Name)

Assistant City Attorney
(Title)

May 27, 2026
Date

EXHIBIT A

Request for Payment Form and Certification

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

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

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

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

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*	**Grantee Representative**
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

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

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

ASD Officer	Date	Division Grant Manager	Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

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

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

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

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

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

VII. Ownership of Information:

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

25-J2492-1 Siringo Road Botulph to St Francis

Final Audit Report 2026-05-27

Created:	2026-05-27
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcWj3tMovwfRLRkaPsMxuymZNCSlpZOzq

"25-J2492-1 Siringo Road Botulph to St Francis" History

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2026-05-27 - 9:57:20 PM GMT

Email viewed by klnault@santafenm.gov
2026-05-27 - 10:26:48 PM GMT- IP address: 63.232.20.2

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2026-05-27 - 10:28:04 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2026-05-27 - 10:28:06 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Agreement completed.
2026-05-27 - 10:28:06 PM GMT

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 05/29/2026

Project Title: Siringo Road

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: CIP2633005

Grant ID: S2656

Approved By: ERIKA LUJAN (Jun 1, 2026 08:36:44 MDT)

CMT (Finance Use Only)

Department: Public Works - Streets Project Manager: Marcos Esquibel Ext: 2408

Project Date Range: 05/18/2026 to 06/30/2028 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: DFA 25-J2492-1 % of Funding: 100%

MUNIS ORG: 3309980 MUNIS OBJ: 490210 Awarded Amount: $800,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: WIP Construction MUNIS ORG: 3309980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: FY26 NMDFA 25-J2492-1 Awarded Amount: $800,000

AR Charge Code: 3309980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☐ Attached Grant Documentation

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

City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / Streets	5/22/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Siringo Road	3309980	572970	CIP2633005	800,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
DFA 25-J2492-1	3309980	490210	CIP2633005	(800,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

NM DFA grant award 25-J2492-1 for for Improvements to Siringo Road in the total amount of $800,000. Reversion 6/30/2028.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Troy Bernal — 5/22/2026
Prepared By *{print name}* — Date

YVONNE SWENSON (Jul 13, 2026 13:50:34 MDT)
Business Operations Manager Signature *{optional}* — Date

JOHN BURNETT (Jul 20, 2026 06:19:15 MDT)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andrew J. Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

25-J2492-1 Siringo Road GB Packet.

Final Audit Report 2026-07-29

Created:	2026-07-29
By:	Troy Bernal (tdbernal@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACCIVduKZkwjja0J7Ihp3wFhHbsjKJhQb
Documents:	25-J2492-1 Siringo Road GB Packet..pdf (27 pages)
Number of Documents:	1
Document page count:	27
Number of supporting files:	0
Supporting files page count:	0

"25-J2492-1 Siringo Road GB Packet." History

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2026-07-29 - 5:43:47 PM GMT

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2026-07-29 - 5:52:10 PM GMT- IP address: 104.47.64.254

Document e-signed by Monica Maestas (mfmaestas@santafenm.gov)
Signature Date: 2026-07-29 - 5:52:28 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-07-29 - 5:52:28 PM GMT

To: Finance Committee, Quality of Life, Governing Body

From: Carly Venditti, Deputy Director, Metropolitan Redevelopment Agency CAV

CC: Andrea Phillips, Deputy City Manager, Brian Moya, Interim City Manager BM

Date: August 6, 2026

Re: Public Announcement: Midtown Real Property for Sale or Lease Pursuant to Resolution 2021-16

Pursuant to Resolution 2021-16 (attached), the Metropolitan Redevelopment Agency (MRA) seeks approval from the City of Santa Fe Governing Body to publicly announce that parcel K-1b, property at the Midtown Site is available for sale or lease to facilitate a Low-Income Housing Tax Credit project (LIHTC) through real estate consultant Jones Lang LaSalle.

Disposition and development of the Midtown Site parcels are pursuant to the Midtown Master Plan and the Midtown Community Development Plan approved by the City's Governing Body. The Midtown Site address is 1600 St. Michaels Drive, Santa Fe, NM. The specific tracts associated with this public offer is Tract K-1b within the Projected Section 34, T.17N, R.9E, N.M.P.M., as described in Survey: Lot Split to Create Tracts, Midtown Site, Santa Fe County, NM. November 2024. This public offer will be open until September 23, 2026, which may be extended at the City's sole discretion.

Tract K-1b was among those tracts were identified as redevelopment parcels in the Midtown Master Plan, and do not include tracts with existing buildings identified for rehabilitation and reuse or public open spaces identified in the Midtown Master Plan, specifically, the Visual Arts Center (Tract K-1a; Tract P-1b), Santa Fe Art Institute (Tract P-1a), the Greer Garson Performing Arts Theater (Tract R2-1a), the Fogelson Library Complex (Tract Q-1b), the Arroyo Park area (Tract H-1b), the Midtown

City Council

Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4
Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

Plaza area (Tract N-1; Tract L-1b). the six tracts in development pursuant to an approved and executed Disposition and Development Agreement between the City and the developer, Aspect Studios, for the redevelopment and expansion of film and multi-media production studios in a mixed-use film zone (Tract F-1b; Tract G-1; Tract J-1a; Tract J-1b; Tract L-1a; Tracts F-1a), or Tract O-1 under remediation by the New Mexico General Services Department (GSD) (Tract O-1).

Attachments:

- Exhibit A. Jones Lang LaSalle Offer Memorandum,
- Exhibit B. Lot Split Plat, 'Lot Split to create TRACTS K-1a and K-1b'
- Exhibit C. RESOLUTION NO. 2021-16

MIDTOWN

THE CENTER OF SANTA FE

Midtown Santa Fe

Parcel K-1B Offering Memorandum

August 12, 2026

The City of Santa Fe Metropolitan Redevelopment Agency presents a rare and compelling opportunity to shape the future of affordable housing in one of America's most culturally significant cities. The MRA is seeking a visionary development partner to deliver a transformative affordable housing community on Parcel K-1B within the Midtown District, a 64-acre mixed-use redevelopment that will serve as the vibrant heart of Santa Fe for generations to come.

This is a unique opportunity to create lasting social impact while participating in one of Santa Fe's most ambitious urban revitalization efforts. Located at the geographic center of Santa Fe, the Midtown District represents the City's commitment to building an inclusive, sustainable future that honors its past while embracing innovation.

Santa Fe Midtown District Overview

The Midtown Site is a 64-acre property located at the geographic center of Santa Fe at 1600 St. Michael's Drive. Once home to the College of Santa Fe and later the Santa Fe University of Art and Design, the site has served as a cultural, educational, and civic anchor in the community since its inception. Following the University's closure in 2018, the City of Santa Fe assumed ownership and launched a comprehensive planning process to reimagine the property.



Santa Fe Midtown District Planning Process

The city has developed and adopted the regulatory framework and the detailed community vision. The Master Plan Vision calls for a mixed-use district serving all residents, incorporating:

- Housing (including substantial affordable housing component)
- Employment centers
- Arts and culture venues
- Educational facilities
- Open space and recreation
- Civic institutions

A central objective is addressing Santa Fe's acute housing affordability challenges, including persistent shortages of quality rental housing affordable to low- and moderate-income households.



Parcel K-1B Overview

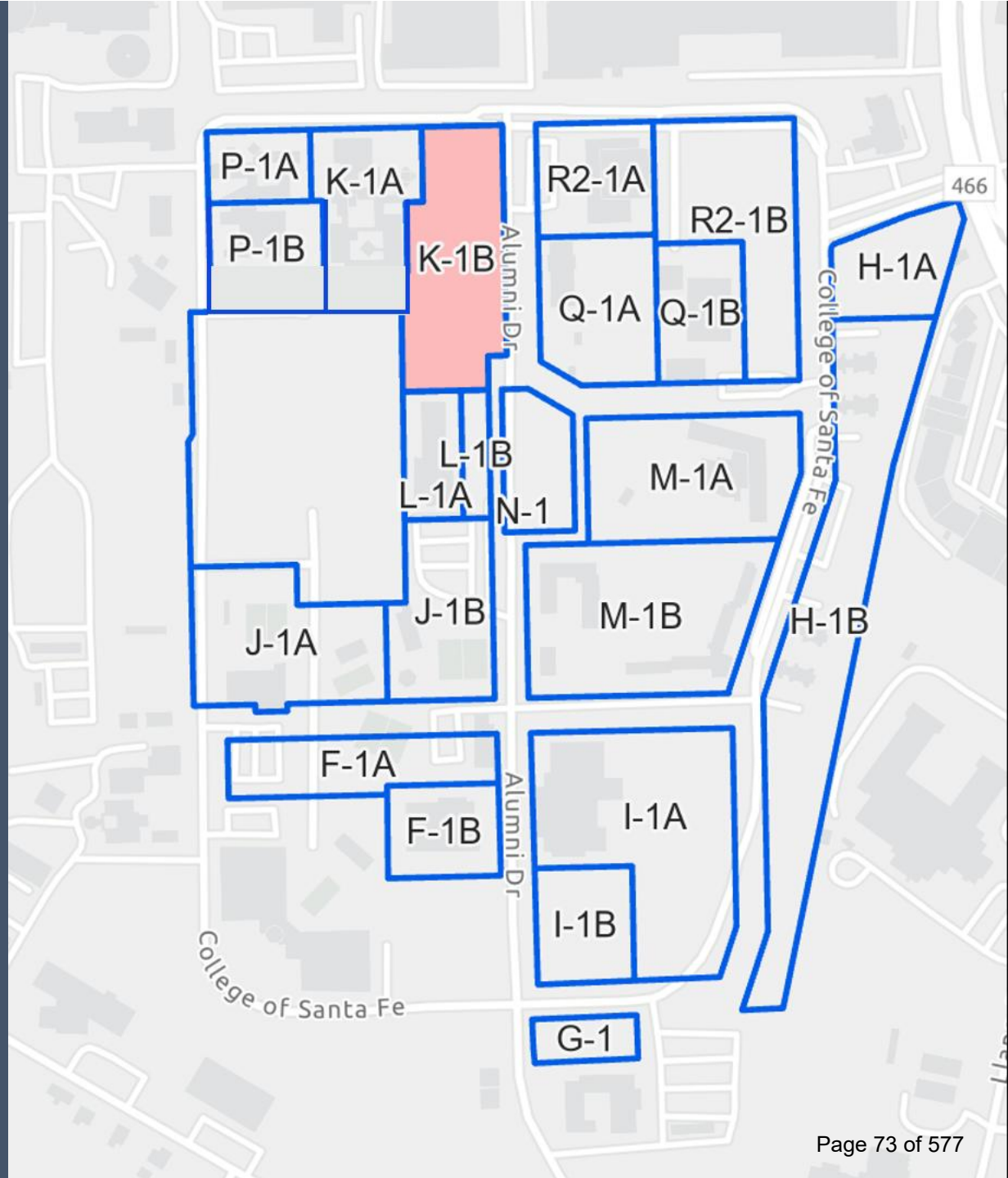
Parcel K-1B encompasses approximately 3.9 acres of City-owned land positioned within a mixed-use community designed to integrate housing, employment, arts, culture, education, and civic life. This site has served as an educational and cultural anchor for decades. Now, it stands ready for its next chapter: delivering quality, deeply affordable housing to the families, essential workers, and long-time residents who form the backbone of Santa Fe's community.

Parcel K-1B offers exceptional connectivity and compelling strategic advantages that position it for development success. The parcel benefits from strong physical and visual connections to established schools, diverse employment centers, transit corridors, and surrounding residential neighborhoods. This central location ensures that future residents will have convenient access to daily needs, employment opportunities, and community amenities—critical factors for affordable housing success and resident quality of life.

The site sits within the framework established by the Midtown Master Plan, which specifically designates this area for higher-density, mixed-income housing development. This supportive land use context removes many of the regulatory uncertainties that often complicate affordable housing development. Rather than fighting for density or seeking variances, developers will work within a plan explicitly designed to accommodate and encourage exactly the type of development this opportunity envisions..

Infrastructure and Integration

As part of the larger 64-acre Midtown redevelopment, Parcel K-1B will benefit from coordinated infrastructure planning and investment. The City is actively planning utilities, roadways, and supporting infrastructure as part of the comprehensive district transformation. While the developer will be responsible for site-specific planning, utility connections, and on-site improvements (to be negotiated in the Disposition and Development Agreement), these efforts will occur within a context of broader public investment and coordinated development phasing.



Parcel K-1B Site Characteristics

Location

Parcel K-1B is located at 1600 St. Michael's Drive, at the geographic center of Santa Fe within the 64-acre Midtown District. The site comprises approximately 2.50 acres or 108,900 square feet. Rather than serving as an isolated affordable housing site, this parcel will be an integral component of a vibrant mixed-use district, benefiting from coordinated public investment and surrounded by complementary uses.

Zoning

Parcel K-1B offers a land use framework specifically designed to facilitate higher-density affordable housing. The site is governed by the **Midtown Master Plan** and **Midtown Community Development Plan**, which support and prioritize mixed-income housing in this designated area.

The Midtown Local Innovation Corridor Overlay provides three critical advantages:

- Reduced development fees that improve project feasibility
- Expedited review timelines that compress schedules and reduce carrying costs
- Administrative development plan review for qualifying projects, providing predictability and speed

All entitlements will be pursued administratively per SFCC Chapter 14-3.8(B)9—no lengthy public hearings or unpredictable political processes. The developer remains responsible for obtaining required approvals and meeting Midtown design standards, but the pathway is streamlined and efficient.



Parcel K-1B Site Characteristics

Utilities

Utilities, roadways, and infrastructure are being planned as part of the larger Midtown redevelopment, providing context and support for individual developments. The developer will handle site-specific planning, utility connections, and on-site improvements (as negotiated), but these occur within a framework of coordinated public investment.

During the 18-month ENA Due Diligence Period, parties will negotiate terms for any public infrastructure improvements directly impacting the development, with agreed terms incorporated into the final Disposition and Development Agreement. This process provides clarity and certainty before binding financial commitments are made.

The developer must coordinate horizontal development activities with the City's infrastructure planning to ensure alignment with the Midtown Master Plan—creating a unified district rather than disconnected projects.

Parking

The City has eliminated minimum parking requirements for this affordable housing development. However, the developer retains responsibility for determining appropriate parking supply based on target resident demographics, transit accessibility, Midtown Master Plan objectives, market demand, and LIHTC requirements. The site's central location and strong transit connections support reduced parking ratios.



Housing Requirements

The City seeks a development that maximizes affordability while maintaining financial viability and design excellence. The program calls for new affordable rental housing utilizing Low-Income Housing Tax Credits (LIHTC) in conjunction with other funding sources to serve households earning at or below 80% of Area Median Income, with a strong preference for deeper affordability where feasible.

This project will provide a minimum 20-year affordability commitment, ensuring long-term housing security for Santa Fe's workforce and families through income certification, recorded covenants, land use restrictions, and lease protections. The development must embody the City's vision for equitable, sustainable growth—featuring 100% electric design with integrated photovoltaics, high-quality architecture that complements the Midtown aesthetic, and public art woven throughout the community to celebrate Santa Fe's renowned creative spirit.

Recognizing the critical importance of this project, the City of Santa Fe has assembled a comprehensive package of financial incentives, regulatory flexibility, and partnership support designed to enhance project feasibility and streamline development.



Housing Requirements

Financial Incentives:

- Discounted or waived development fees, including Impact Fees and Utility Extension Charges (UECs)
- Grant and funding application sponsorship for state and local funding opportunities
- Access to the City of Santa Fe Affordable Housing Trust Fund for soft financing with application and support from MRA
- Flexible site disposition options, including long-term ground lease, site purchase, or alternative arrangements with City co-developer fee participation

Regulatory Advantages:

- No minimum parking requirements, allowing for efficient site utilization and reduced development costs
- Administrative development plan review for qualifying projects, significantly expediting approvals
- Qualifying Project status under the Midtown Local Innovation Corridor Overlay, providing reduced fees and accelerated review timelines
- Streamlined entitlements processed administratively

Partnership and Support:

- City sponsorship of grant applications and collaborative funding pursuits
- Coordination with infrastructure development as part of the broader Midtown investment
- Technical assistance throughout entitlement, permitting, and development phases



Santa Fe Market Trends

Population and Household Growth

The 3-mile trade area demonstrates stable, moderate growth. Population increased 4.57% from 57,625 in 2020 to 60,261 in 2025, and is projected to grow an additional 2.27% to 61,628 by 2030. Household counts followed a similar trajectory, expanding 4.27% from 27,688 to 28,871 over the same five-year period, with projected growth of 2.28% through 2030.

Demographic Profile

The trade area reflects an affluent, mature population. Median household income reached $72,328 in 2025, representing 22.1% growth from $59,252 in 2020. Average household income climbed to $96,124, up from $81,028. Notably, 27.1% of households earn over $100,000 annually, with 9.86% exceeding $200,000.

The population skews older, with a median age of 49 years and 29.3% of residents aged 65 or above. The area is culturally diverse, with 48.7% of the population identifying as Hispanic origin.

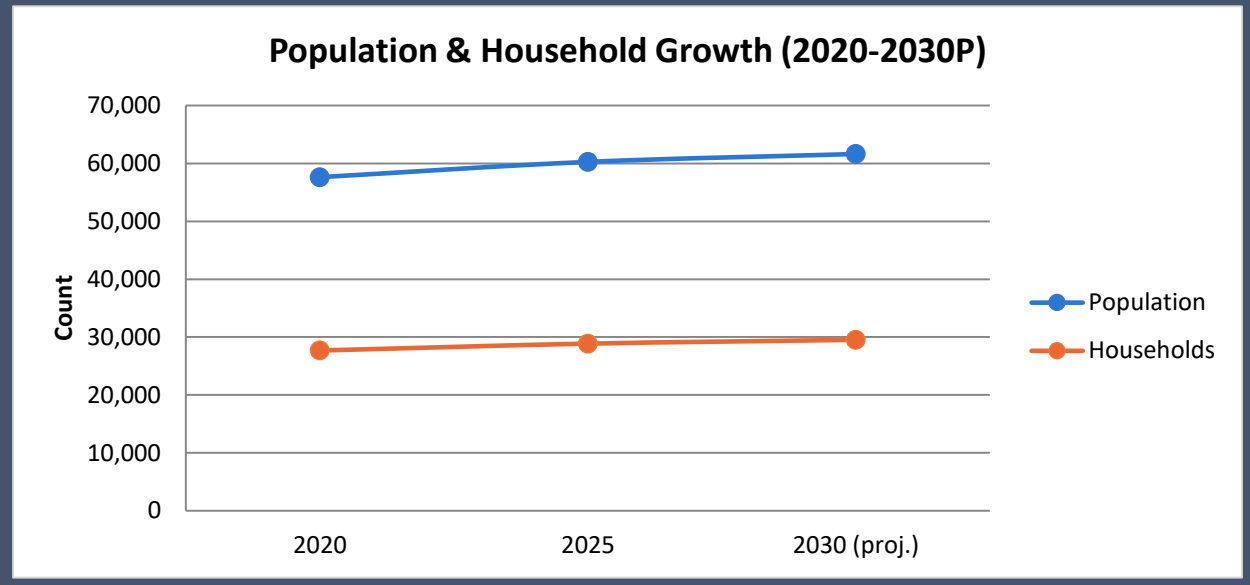
Housing Characteristics

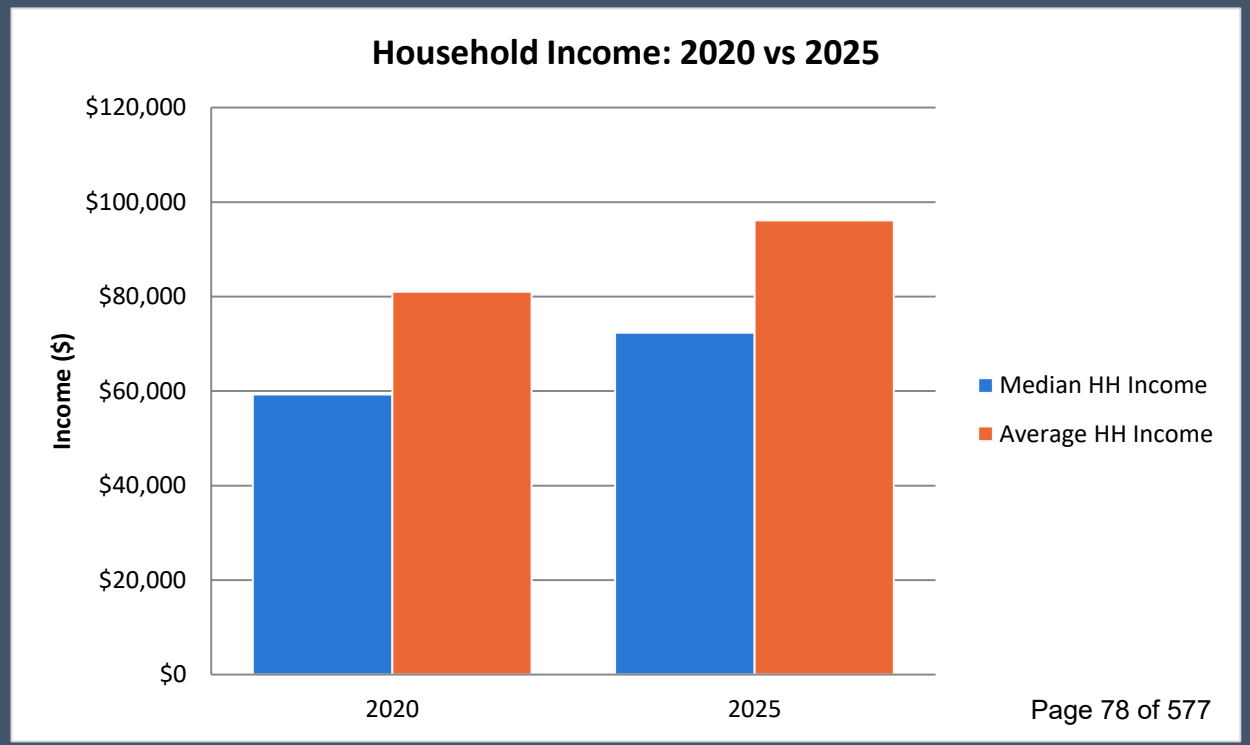
Owner occupancy stands at 54.8%, slightly above the renter share of 45.2%. The median home value of $465,944 underscores the area's premium residential character.

Employment Base

The 3-mile radius supports a robust daytime employment base of 59,873 employees across 6,910 businesses, yielding an average of 9 employees per business. The largest employment sectors include Public Administration & Sales (17,539 employees), Health Care & Social Assistance (10,420 employees), and Retail & Wholesale Trade (8,348 employees). The civilian labor force participation rate is 60.4%, with unemployment at just 2.3%.

By occupation, the workforce is highly skilled, with 33.2% employed in Professional & Management roles and 13.2% in Education & Health services. Educational attainment is strong, with 47.4% of adults holding a bachelor's degree or higher.





Multifamily Housing Market Trends

Current Market Conditions (Mid-2026)

The Santa Fe multifamily submarket is experiencing elevated vacancy following an unusually large development cycle. Vacancy peaked at 18.5% in late 2025 and has since declined to 13.2%, though this remains well above historical averages for this supply-sensitive market.

Supply and Demand Dynamics

Demand has been strong, with approximately 580 units absorbed over the past 12 months—more than double the typical annual pace. However, this absorption has not fully offset the impact of recent construction. Approximately 350 units were delivered in the past year, and while net absorption exceeded new supply, vacancy remains elevated due to the cumulative effect of the recent development cycle.

Rent Performance

Asking rents declined 2.8% year-over-year to approximately $1,830 per unit, with effective rents facing additional pressure from prevalent concessions. The luxury segment (4 & 5 Star properties) has been most affected, as the majority of recent and upcoming deliveries concentrate in this tier, intensifying competition and limiting pricing power.

Market Outlook (2026-2028)

The submarket is projected to remain in an extended adjustment phase through at least 2028. Approximately 560 units are currently under construction, representing 11.2% of existing inventory. Vacancy is forecast to ease gradually but remain in the low- to mid-teens through 2027-2028, with subdued rent growth and continued competition among newer assets expected throughout this period.



Image: Dominum Management Services

Retail Market Trends

Current Market Conditions (Q2 2026)

The Santa Fe retail market reported a vacancy rate of 2.9%, representing a 1.1 percentage point increase over the past year driven by negative net absorption of 96,000 SF against minimal new supply of 14,000 SF. Current vacancy exceeds both the five-year average of 1.6% and the 10-year average of 2.2%, with year-end 2026 vacancy forecast at 3.3%. Approximately 300,000 SF is listed as available, representing a 3.0% availability rate.

Subtype Performance

Vacancy rates vary significantly by property type: neighborhood centers lead at 6.1%, followed by strip centers at 1.3%, general retail at 1.4%, and malls at 0.3%. Power centers report zero vacancy. The market contains approximately 9.9 million SF of retail inventory, with general retail comprising the largest share at 5.7 million SF.

Construction Pipeline

No retail space is currently under construction in Santa Fe, notably below the 10-year average of 4,700 SF. This signals limited near-term supply pressure.

Rent Performance

Market rents average $24.00 per SF, flat year-over-year compared to 1.8% national growth. Performance varies by subtype: neighborhood centers grew 0.6% and malls 0.4%, while power centers declined 0.4%, strip centers fell 0.1%, and general retail decreased 0.3%. Despite current stagnation, Santa Fe's longer-term rent growth has been stronger, averaging 3.3% annually over five years and 2.8% over ten years.

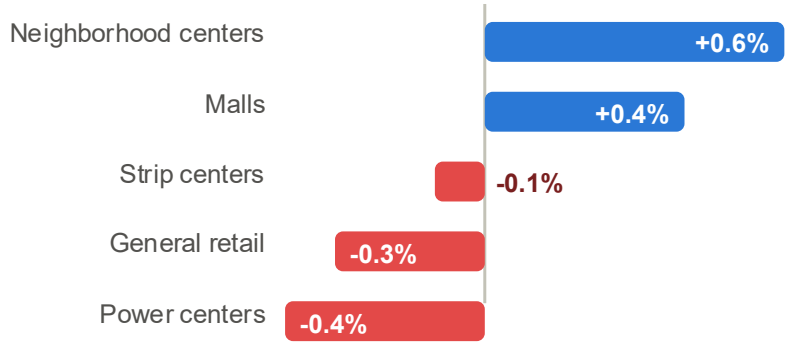
Market Outlook

Overall annual rent growth is forecast to end 2026 at -0.4%, underperforming the 1.8% national average, as the market absorbs elevated vacancy levels in a constrained supply environment.

Rent performance

Market rent	Santa Fe YoY growth	National YoY growth	5yr / 10yr avg growth
$24.00/SF	0.0%	1.8%	3.3% / 2.8%

Year-over-year rent growth by subtype



Net absorption	New supply	Available space	5yr / 10yr avg vacancy
-96,000 SF	14,000 SF	300,000 SF (3.0% availability)	1.6% / 2.2%

Estimated Disposition Schedule*

Action	Responsible Party	Date
Issue RFP	CPD	August 12
Site Visit	Potential Offerors	August 26
Response to Written Questions	Procurement Manager	September 11
Proposals Due Date	Potential Offerors	September 23
Interviews	Potential Offerors	October 7
Best and Final Offer(s)	Potential Offeror(s)	October 14
Governing Body Approval of ENA	Governing Body	October 28

*All dates in this schedule are subject to change at the MRA's sole discretion. Actual timing may be affected by factors such as market conditions, permitting, financing, or construction delays.

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cavenditti@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-16

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia

Councilor Renee Villarreal

Councilor Carol Romero-Wirth

Councilor Signe I. Lindell

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, Governing Body approval and a bill presented at a public hearing are required for an offeror to purchase City property having an appraised value in excess of twenty-five thousand dollars ($25,000); and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

WHEREAS, the Governing Body and staff work together to evaluate assets and staff seeks policy guidance from the Governing Body; and

WHEREAS, staff have expertise in real property transactions and m evaluating development strategies to maximize City interests; and

WHEREAS, the Governing Body has developed policy priorities for the use of certain

City-owned land, buildings, and other real property; and

WHEREAS, Santa Fe City Code sole guidance on real property sales is contained in Section 11-10.2 which cites to statutory authority (NMSA 1978, § 3-54-1), or as otherwise provided by law; and

WHEREAS, NMSA 1978, Section 3-54-1 sets forth the statutory process for selling municipal utility facilities and other real property subject to a required referendum period; and

WHEREAS, City-owned land, buildings, and other real property are public property; and

WHEREAS, the Governing Body understands the importance of holding executive sessions for sales of City-owned land, buildings, or other real property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body shall hold an executive session to discuss a proposed sale when recommended by staff.

BE IT FURTHER RESOLVED that, if staff does not recommend an executive session, then staff will provide a public presentation regarding the reasons for the recommended sale of City-owned land, buildings, or other real property.

BE IT FURTHER RESOLVED that, regardless of whether or not the Governing Body holds an executive session, prior to the City announcing the sale of any City-owned land, buildings, or other real property that has a value that exceeds $25,000, the Governing Body shall vote to approve a proposed announcement that includes the address, name, and description of the relevant property during a public meeting.

BE IT FURTHER RESOLVED that the Governing Body shall review this Resolution within three (3) years of the date of adoption to evaluate the efficacy of the process it establishes.

BE IT FURTHER RESOLVED that this Resolution shall apply to properties that are not already announced as "for sale" at the time of the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED this 10th day of March, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Mar 14, 2021 10:36 MDT)

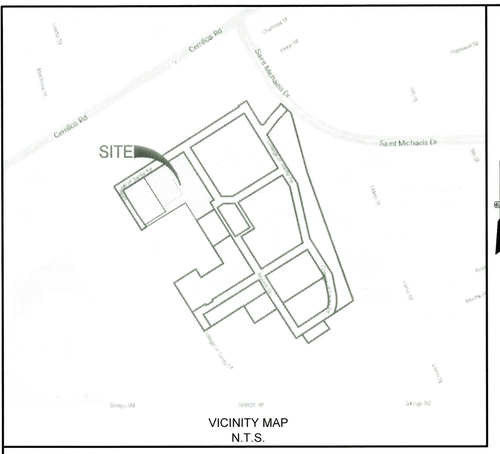
KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-16 GB Approval for Offering of Public Land for Sale

921-19



VICINITY MAP
N.T.S.

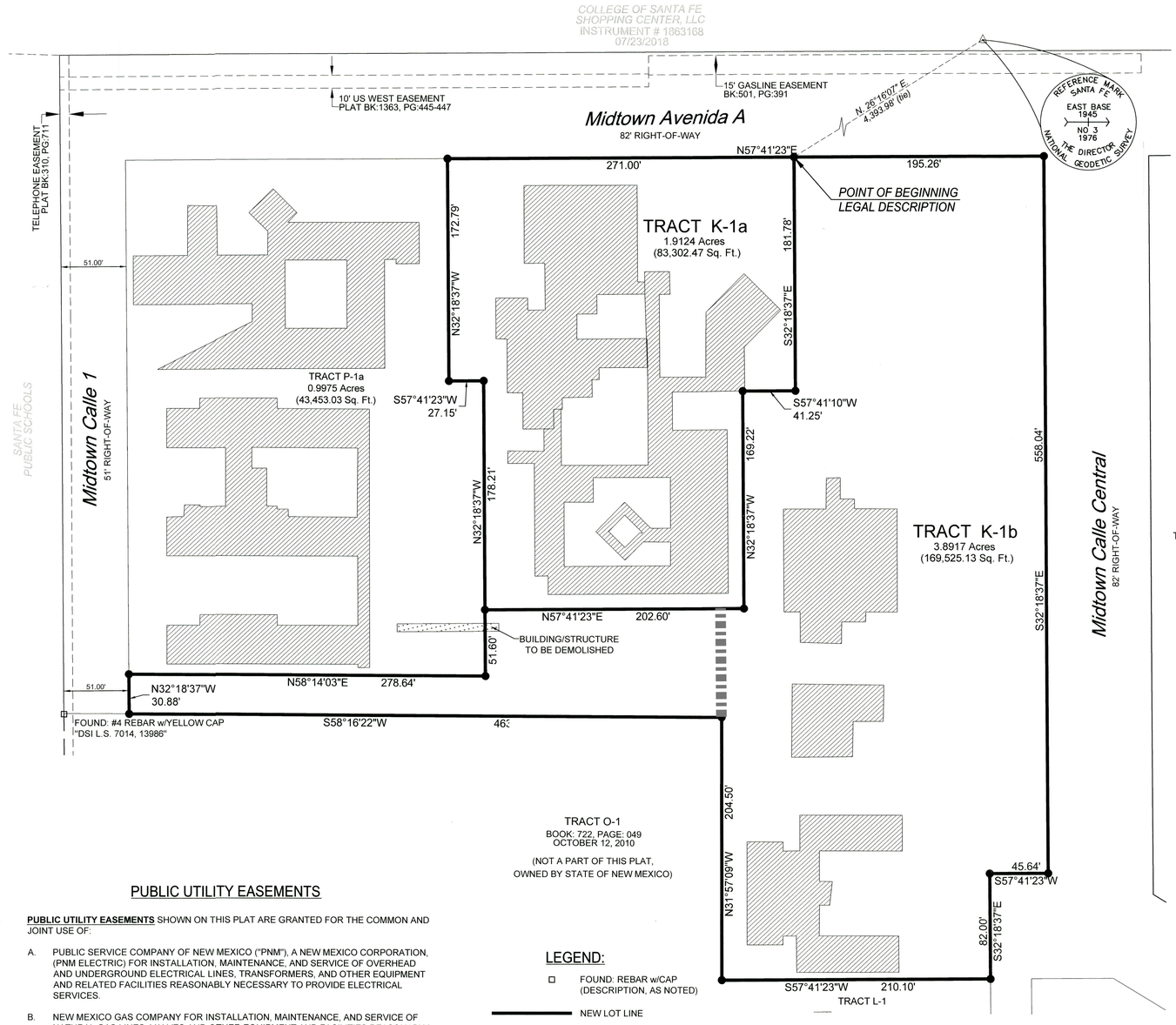
NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE.
   DISTANCES ARE GROUND DISTANCES.
   COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0)
   BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984",
   BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. EXISTING NON-CONFORMING STRUCTURES CAN REMAIN THE SAME ON SEPARATE LOTS.
7. ANY "CHANGE OF USE" STRUCTURES WILL HAVE TO CONFORM TO THE CURRENTLY ADOPTED FIRE CODE AND ORDINANCES BY THE CITY OF SANTA FE.
8. ANY NEW CONSTRUCTION WILL HAVE TO CONFORM TO THE CURRENTLY ADOPTED FIRE CODE AND ORDINANCES BY THE CITY OF SANTA FE.
9. ANY EXISTING FIRE APPARATUS ACCESS ROADS AND EASEMENTS WILL HAVE TO REMAIN OR CHANGES WILL HAVE TO HAVE THE CITY FIRE MARSHALS OFFICE APPROVAL.
10. EACH LOT SHALL BE SERVED BY SEPARATE SEWER AND WATER SERVICE AT THE TIME OF DEVELOPMENT.
11. SEPARATE WATER SERVICE IS REQUIRED FOR EACH LEGAL LOT OF RECORD. AN AGREEMENT FOR METERED SERVICE (AMS) WILL BE REQUIRED TO INSTALL NEW SERVICES.

REFERENCED DOCUMENTS:

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

1. PLAT OF SURVEY ENTITLED, "REPLAT PREPARED FOR THE COLLEGE OF SANTA FE", recorded SEPTEMBER 14, 2006 in PLAT BOOK 707, PAGE 050-051.
2. DIVISION PLAT FOR THE COLLEGE OF SANTA FE, recorded MAY 19, 2006 in PLAT BOOK 682, PAGE 06.
3. REPLAT FOR COLLEGE OF SANTA FE, recorded JANUARY 2, 2006 in PLAT BOOK 672, PAGE 33.
4. REPLAT FOR COLLEGE OF SANTA FE, recorded SEPTEMBER 19, 2006 in PLAT BOOK 635, PAGE 46, 47.
5. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in PLAT BOOK 722, PAGE 049.
6. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in BOOK 719, PAGE 044.
7. BOUNDARY EASEMENT SURVEY PLAT FOR COLLEGE OF SANTA FE, recorded JULY 15, 2010 in BOOK 719, PAGE 047.
8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 735, PAGE 045.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
11. PLAT OF EASEMENT SURVEY FOR COLLEGE OF THE CHRISTIAN BROTHERS OF NEW MEXICO, recorded 08/17/ 2009.
12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.
14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK , filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.



PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:

A. PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), A NEW MEXICO CORPORATION, (PNM ELECTRIC) FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMERS, AND OTHER EQUIPMENT AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICES.

B. NEW MEXICO GAS COMPANY FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS SERVICES.

C. CENTURYLINK FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES.

D. CENTURYLINK FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE SERVICES.

INCLUDED, IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE WITHIN THE EASEMENT, CHANGE, REMOVE, REPLACE, MODIFY, RENEW, OPERATE AND MAINTAIN FACILITIES FOR PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENTS, WITH THE RIGHT AND PRIVILEGE OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF GRANTOR FOR THE PURPOSES SET FORTH HEREIN AND WITH THE RIGHT TO UTILIZE THE RIGHT OF WAY AND EASEMENT TO EXTEND SERVICES TO CUSTOMERS OF GRANTEE, INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRIC TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN, POOL (ABOVEGROUND OR SUBSURFACE), HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO OR NEAR EASEMENTS SHOWN ON THIS PLAT.

EASEMENTS FOR ELECTRIC TRANSFORMER/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN (10) FEET IN FRONT OF TRANSFORMER/SWITCHGEAR DOORS AND FIVE (5) FEET ON EACH SIDE.

DISCLAIMER

IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM) AND NEW MEXICO GAS COMPANY (NMGC) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM AND NMGC DO NOT WAIVE OR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH MAY HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT OR OTHER DOCUMENT AND WHICH ARE NOT SPECIFICALLY DESCRIBED AND SHOWN ON THIS PLAT.

LEGEND:

- FOUND: REBAR w/CAP (DESCRIPTION, AS NOTED)
- NEW LOT LINE
- ADJOINING LOT LINE
- EASEMENT LINE (AS NOTED)
- BUILDING
- BUILDING/STRUCTURE TO BE DEMOLISHED
- ALL CORNERS IDENTIFIED ARE 5/8" REBAR WITH CAP STAMPED, "BM ARAGON, PS 15268", UNLESS OTHERWISE INDICATED.

UTILITY COMPANY APPROVALS:

NEW MEXICO GAS COMPANY — DATE: 2/4/2025

SANTA FE WATER DIVISION — DATE: 2/4/2025

PUBLIC SERVICE COMPANY OF NEW MEXICO — DATE: 2/6/2025

CENTURYLINK — DATE: 2/6/2025

SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

BENJAMIN M. ARAGON N.M.P.L.S. #15268

1-31-25
DATE

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR 1-31-25

Lot Split to create TRACTS K-1a and K-1b

PLAT OF EXISTING TRACT K-1

within Projected Section 34, T.17N., R.9E., N.M.P.M.
Midtown Site
Santa Fe County, New Mexico
November 2024

STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

CREATE TRACTS K-1A AND K-1B FROM EXISTING TRACT K-1.

AFFIDAVIT: * Lot Split

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED OWNER HAS CAUSED THE LANDS SHOW ON THIS DOCUMENT TO BE ~~REPLATTED~~. THE ~~REPLAT~~ IS MADE WITH THE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER. THIS ~~REPLAT~~ CONTAINS 5.7850 ACRES MORE OR LESS. ALL TRACTS SHOWN HERE ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. ALL ROADS AND UTILITIES ARE DEDICATED TO THE CITY FOR PUBLIC USE.
THIS ~~REPLAT~~ LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: City of Santa Fe.

BY: ALAN M. WEBBER, MAYOR — DATE: 2/11/2025

CITY CLERK: Andrea Salazar — DATE: 2/11/2025

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS 11th DAY OF February, 2025.

NOTARY PUBLIC — MY COMMISSION EXPIRES 3/25/25

REVIEWED BY SANTA FE COUNTY:

COUNTY TREASURER — DATE: 02/12/25

CASE NUMBER:

Tract	Case #
Tract K-1a & K-1b	2024-9391

REVIEWED BY CITY OF SANTA FE:

CITY ENGINEER FOR LAND USE — DATE: 2/11/25

CITY PLANNER — DATE: 2-11-25

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the 12th day of February, 2025 A.D. at 2:59 o'clock PM, and was duly recorded in book 921, page(s) 19 of the records of Santa Fe County.

Witness my Hand and Seal of office
KATHARINE E. CLARK
County Clerk, Santa Fe county, N.M.

Deputy

County Clerk Seal

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com

INDEXING INFORMATION FOR THE COUNTY CLERK

OWNER: CITY OF SANTA FE

LOCATION: WITHIN PROJECTED SECTION 34, T.17N., R.9E., N.M.P.M. CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

SHEET 1 OF 1

Signature: Carly Venditti

Email: cavenditti@santafenm.gov

Signature: ANDREA PHILLIPS (Aug 6, 2026 17:34:44 MDT)

Email: akphillips@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

JLL_LIHTC Disposition_FC_QoF_GB

Final Audit Report 2026-08-09

Created:	2026-08-06
By:	Brandon Woodlee (bmwoodlee@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOD7HMsl0WN1ji5KYI-_WWm7AJnre889D
Documents:	JLL_LIHTC Disposition_FC_QoF_GB.pdf (19 pages)
Number of Documents:	1
Document page count:	20
Number of supporting files:	0
Supporting files page count:	0

"JLL_LIHTC Disposition_FC_QoF_GB" History

Document created by Brandon Woodlee (bmwoodlee@santafenm.gov)
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Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)

Signature Date: 2026-08-09 - 2:26:54 PM GMT - Time Source: server- IP address: 174.203.37.43 - Signature Appearance Selected: MOBILE_IMAGE

Agreement completed.

2026-08-09 - 2:26:54 PM GMT

CITY OF SANTA FE

Date: January 16, 2025

To: Governing Body

Via: JOHN BURNETT (Aug 2, 2026 09:44:11 MDT)
Sam Burnett, Public Works Department Director
Carol Swenson, Public Works Business Operations Manager CS YVONNE SWENSON
Melissa McDonald, Parks and Open Space Division Director MMc
Shane Rudloff, Parks and Open Space Administrative Manager SR SR

From: Phillip Lujan, Parks and Open Space MRC Business Manager PML

ACTION: Request for Approval of a Budget Adjustment Request (BAR) to Appropriate $425,795 in Available FY26 Appropriations to Fund the Replacement of the Clubhouse Roof and HVAC Systems at Marty Sanchez Links de Santa Fe.

BACKGROUND AND SUMMARY: The Marty Sanchez Links de Santa Fe clubhouse is in need of significant capital improvements to address aging building infrastructure. The existing roof and all five (5) HVAC units are original to the facility and have exceeded their useful life. Both systems have experienced increasing maintenance issues and failures, and replacement has been identified as the most practical and cost-effective long-term solution.

The Facilities Maintenance Division has reviewed the condition of the roof and mechanical systems and concurs that replacement is warranted. Recent precipitation events have further highlighted the deteriorated condition of the roof and the urgency of addressing the deficiencies to protect the facility from further damage.

At the close of FY26, $425,795 remained available within the Marty Sanchez Golf Course Operating Agreement appropriations. This BAR appropriates those available funds to support the replacement of the clubhouse roof and HVAC systems. These funds will be applied toward the replacement costs, with any remaining project expenses to be funded through available MRC resources, if necessary.

Approval of this Budget Adjustment Request will allow the City to address critical facility infrastructure needs, improve operational reliability, reduce ongoing maintenance costs, and preserve a key public asset at the Municipal Recreation Complex.

FUNDING SOURCE:
Fund Name/Number: MUNRECCMP / 530
Munis Org Name/Number: MRC OpsAdm / 5300271
Munis Object Name/Number: Service Contracts / 510310
Project Ledger: MRC2753000

ATTACHMENTS:
BAR

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

City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks and Open Space - MRC	7/23/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Service Contracts - MRC Roof Repair	5300271	510310	MRC2753000	425,795	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 425,795	$ -

See attached memo --- Appropriation of FY26 funds for use to replace roof and HVAC systems at Marty Sanchez Links de Santa Fe to address a critical need for replacement.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
530	(425,795)
TOTAL:	(425,795)

Phillip Lujan — 7/24/2026
Prepared By *{print name}* — Date

Melissa McDonald — Jul 24, 2026
Division Director Signature *{optional}* — Date

JOHN BURNETT (Aug 2, 2026 09:44:11 MDT) — Aug 2, 2026
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andrew J. Hopkins — Aug 5, 2026
Budget Officer — Date

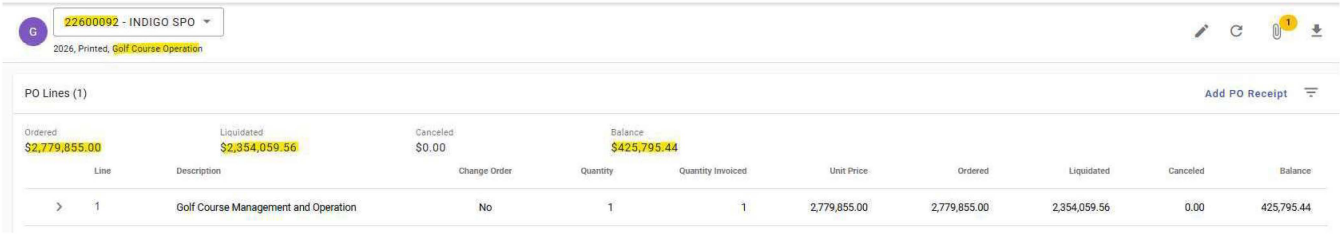
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

FY26 Contract Sheet from approved FY26 Budget

Department Name:	**Public Works**		**Division Name:**	**MRC**						
5300271	Municpal Rec Complex Ops/Adm	510250	Compliance Services	NMED	Compliance for Environmental	NMED Permit Fees	7/1/2025	6/30/2026	11,000	Santa Fe, NM
Subtotal - Org 5300271			**Subtotal: 510250 - Compliance Services**						**11,000**	
5300271	Municpal Rec Complex Ops/Adm	510300	Professional Contracts	Spartan / TBD	Security / Operational	Security / Alarm Systems at MRC	7/1/2025	6/30/2026	2,500	TBD
Subtotal - Org 5300271			**Subtotal: 510300 - Professional Contracts**						**2,500**	
5300271	Municpal Rec Complex Ops/Adm	510310	Service Contracts	Indigo Sports DBA Troon	Operations	Golf Course Management	2/1/2024	2/1/2028	2,779,855	Tucson, AZ
Subtotal - Org 5300271			**Subtotal: 510310 - Service Contracts**						**2,779,855**	

Munis Purchase Order Central



Account Inquiry [CITY OF SANTA FE]

Account

Fund	530	MUNRECCMP	Acct
Org	5300271	MRC OpsAdm	Acct
Object	510310	Svc Cntr	Type
Project			Roll
			Sub-

4 Year Comparison | Current Year | History

Yr/Per 2026/13	Fiscal Year 2026
Original Budget	2,779,855.00
Transfers In	4,578.00
Transfers Out	-101,157.00
Revised Budget	2,683,276.00
Actual (Memo)	2,253,099.81
Encumbrances	.00
Requisitions	.00
Available	430,176.19
Percent used	83.97

MRC Roof and HVAC Memo & BAR PW 8.5.26

Final Audit Report 2026-08-05

Created:	2026-08-05
By:	PHILLIP LUJAN (pmlujan@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcjCx5QzVaqI0gBIa6WtxVZ64dbnrU2Ye
Documents:	MRC Roof and HVAC Memo & BAR PW 8.5.26.pdf (4 pages)
Number of Documents:	1
Document page count:	4
Number of supporting files:	0
Supporting files page count:	0

"MRC Roof and HVAC Memo & BAR PW 8.5.26" History

Document created by PHILLIP LUJAN (pmlujan@santafenm.gov)
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Agreement completed.
2026-08-05 - 8:08:32 PM GMT

Powered by Adobe Acrobat Sign

Purchasing Memo

Date: July 14, 2026

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

Via: Sam Burnett, Public Works Department Director JOHN BURNETT

Carol Swenson, Public Works Business Operations Manager YVONNE SWENSON

Melissa McDonald, Parks and Open Space Division Director

From: Scott Overlie, Parks and Open Space Project Manager III SaO

Subject: On-Call General Landscaping, Irrigation, and Snow Removal Services

Vendor Name: Cassidy's Landscaping Inc.

Munis Vendor Number: 8919

ACTION:

Request for Approval of a Construction Contract with Cassidy's Landscaping Inc. for On-Call Landscape Management Services in the Total Amount of $4,000,000 for Four Years. (Scott Overlie, Parks and Open Space Project Manager III; saoverlie@santafenm.gov)

Committee Review

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

City Council

Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4

Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

CONTRACT NUMBER:

The MUNIS Contract number for FY27 is #3260417.

BACKGROUND AND SUMMARY:

The City of Santa Fe currently contracts with six landscape management companies for on-call services. On-call services are utilized in parks, open spaces, trails, rights of way, medians, waterways and floodplains throughout Santa Fe. These services help streamline processes to efficiently address routine operations, illegal dumping and emergency maintenance on an as-needed basis. Services provided through these contracts include, but are not limited to: mowing, weed eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying, excavation, erosion control, storm water best management practices, fine grading, cleanup and green waste / waste disposal, snow plowing and sidewalk shoveling, ice control, and landscape and irrigation installation.

The four-year contracts currently in place will expire in FY27. To ensure continuity of operations, the Parks and Open Space Division issued a follow-on invitation to bid to update service needs and prices. Eight companies responded and three were selected to be put under contract based on fully-responsive, lowest bids for the range of task items needed.

An On-call contract is not a guarantee of payment to the awarded vendor and is used on a per task order basis assuming funding is available. The requesting department/ division shall provide, at a minimum, a detailed scope of work and/or drawings. The vendor then provides a quote, which is vetted and negotiated by staff as needed. Once an agreed upon cost is negotiated, a purchase order is produced for the scope of work. All City of Santa Fe Departments will be authorized to utilize this on-call contract. All must submit a detailed scope of work and receive written approval from the Parks and Open Space Division Director before commencing work.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/03/2026

Budget Officer Comment/Exceptions:

PROCUREMENT METHOD:

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

Invitation to Bid (ITB) - This procurement was conducted through a competitive sealed bid process in accordance with NMSA 1978, Section 13-1-103, Section 13-1-110, and Section 13-1-111. The Invitation to Bid was released on March 27, 2026 through the City's OpenGov portal, and bids were due on April 20, 2026. The OpenGov Project ID is FY26-COCITB-081. Bids were publicly opened on April 20, 2026 at the designated time. The following vendors submitted the lowest responsive and responsible bids that met all specifications. Accordingly, the award of the contract is recommended to:

Cassidy's Landscaping Inc.
High Desert Landscape Maintenance
Seeds of Wisdom LLC

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 08/03/2026

CPO Comment/Exceptions:

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: **Title:** **Date:**

Comment/Exceptions:

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: **Title:**
Date:

Comment/Exceptions:

Vehicles included? ☐ Yes | ☒ No

Approval: **Title:** **Date:**

Comment/Exceptions:

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

Approval: _____ **Title:** _____ _____
Date:

Comment/Exceptions: _____

Is this an externally funded purchase? ☒ Yes | ☐ No

If yes, what is the issuing agency: State and Local funds will likely be used. TBD

Approval: _____ **Title:**
Date: _____ _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:**
Date: _____ _____

Comment/Exceptions: _____

ATTACHMENTS:
Construction Contract
ITB Cost Proposal/Exhibit A
ITB Award Process
ITB Bid Tab
Horizons Declination
CPO Service Determination Email
Certificate of Liability Insurance (COI)
Non-Collusion Affidavit of Subcontractor

CITY OF SANTA FE

CONSTRUCTION CONTRACT

On-Call General Landscaping, Irrigation, and Snow Removal Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Cassidy's Landscaping Inc., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

I. SCOPE OF WORK

A. The Contractor shall perform the following work:

1. The Contractor shall perform all the work required by the Contract Documents for on-call Vegetation Management, Landscape Construction, Irrigation Installation and Repair, Encampment Clean-up, and Snow Plowing/Shoveling and Ice Control Services upon the request of the City (FY26-COCITB-081). Once a need is identified, the City will issue a Written Task Order to the Contractor detailing the services required. Upon receiving the City's request for services, the Contractor shall promptly provide the City with an estimate (based upon the rates submitted in the Bid Form) cost summary, and project schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one

week of a request issuance of a Notice to Proceed. The Contractor shall agree to provide required labor within 24 hours for emergency situations.

2. Contractor is responsible for all required permits and licenses required to perform this work. This may include but is not limited to the Contractor being a licensed GB-98 General Building Contractor, Licensed Urban Forester or Licensed Arborist.

3. Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. This responsibility shall include, but is not limited to, adherence to ANSI 300 standards for all tree work, and NMDOT standards for all revegetation seeding work and the City of Santa Fe Integrated Pest Management Program for all projects.

4. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater Best Management Practices.

5. Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

II. COMPENSATION

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

For the services described in the scope of work, the City agrees to pay the Contractor $3,697,284.81.

The services in the contract require Gross Receipts Tax (GRT). The GRT on this contract is levied at a rate of 8.1875% equating $302,715.19.

The total not to exceed compensation for the contract including GRT is $4,000,000.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms. Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address or via direct deposit as the Contractor designates in the City of Santa Fe MUNIS financial system. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices may not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

III. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate four (4) years from the date of final signature unless terminated pursuant to the Termination or Appropriations articles of this Contract. This Contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

IV. TERMINATION

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

6. Except as otherwise provided in Paragraphs "Construction Contract Performance and Payment Bond" and "Penalties for Violation of Law", the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

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

V. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are

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

VI. STATUS OF CONTRACTOR

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

VII. CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BOND

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

1. a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

2. a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

VIII. ASSIGNMENT

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

IX. SUBCONTRACTING

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

X. RELEASE

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

XI. CONFIDENTIALITY

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

XII. PRODUCT OF SERVICE - COPYRIGHT

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

XIII. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

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

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

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

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

XIV. AMENDMENT

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

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

XV. CHANGE ORDERS

A. Changes. The Contractor may only make changes or revisions within the Scope of Work and/or Exhibit A after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Contract compensation, as outlined in "Compensation"; or
5. Contract termination, as outlined in "Termination".

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

   a. the name of the person requesting the change;
   b. a summary of the required change;
   c. the start date for the change;
   d. the reason and necessity for change;
   e. the elements to be altered; and
   f. the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

XVI. MERGER

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

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

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

XVII. PENALTIES FOR VIOLATION OF LAW

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 illegal bribes, gratuities and kickbacks.

XVIII. EQUAL OPPORTUNITY COMPLIANCE

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

XIX. APPLICABLE LAW

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

XX. WORKERS' COMPENSATION

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

XXI. OTHER INSURANCE

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

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

XXII. RECORDS AND FINANCIAL AUDIT

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

XXIII. INDEMNIFICATION

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City.

XXIV. NEW MEXICO TORT CLAIMS ACT

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

XXV. INVALID TERM OR CONDITION

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

XXVI. ENFORCEMENT OF CONTRACT

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No

waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

XXVII. NOTICES

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

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Department: Public Works, Parks and Open Space Division Carlos Saiz, Project Manager 1142-C Siler Road Santa Fe, NM 87507 crsaiz@santafenm.gov (505)795-2556	**To the Contractor:** Bill Cassidy, Vice President Cassidy's Landscaping Inc. 3901 Agua Fria Road Santa Fe, NM 87507 bill@cassidyslandscaping.com (505)474-4500

XXVIII. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

XXIX. PROGRESS PAYMENTS

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

XXX. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

XXXI. SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

XXXII. GENERAL AND SPECIAL PROVISIONS

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements

C. appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

D. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

E. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

F. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

G. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

H. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and

I. construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

J. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

K. Certificates and Documents Incorporated. All certificates and documentation required by the

L. provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

M. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

N. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or

O. trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

P. Relationship of Contract Documents. The Contract Documents are complementary, and any

Q. requirement of one Contract Document shall be as binding as if required by all.

R. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

S. Pursuant to NMSA 1978, Section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

_____

MICHAEL GARCIA, MAYOR

DATE: _____

CONTRACTOR:
CASSIDY'S LANDSCAPING INC.

Bill Cassidy (Jun 26, 2026 17:01:50 MDT)

BILL CASSIDY, VICE PRESIDENT

DATE: 06/26/2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (Jul 1, 2026 09:37:12 MDT)

07/01/2026

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

~~ANDREA PHILLIPS, INTERIM~~ FINANCE DIRECTOR

MONICA MAESTAS

Exhibit A

Exhibit A - Cassidy's Landscaping Inc. Price Schedule				
Line Item	Description	Quantity	Unit of Measure	Unit Cost
Vegetation Management - Items 1-26- Unit Price must be all-encompassing to include (Hourly Rate, equipment needed, etc.) Cal. = Caliper				
1	Brush Removal	1	Hourly	$45.00
2	Clear and Grubbing	1	Hourly	$45.00
3	Pruning Herbaceous Plants	1	Hourly	$45.00
4	Pruning Woody Plants	1	Hourly	$45.00
5	Mowing W/ String Line	1	Hourly	$45.00
6	Weed Eating	1	Hourly	$45.00
7	Mechanical Stump Grinding	1	Hourly	$416.00
8	Chipping	1	Hourly	$416.00
9	Fertilization	1	Hourly	$135.00
10	Turf Aeration	1	Hourly	$135.00
11	Spraying (Integrated Pest Management Approved) License/Certification needed	1	Hourly	$150.00
12	Diagnosis, Project Estimates and Troubleshooting	1	Hourly	$90.00
13	Baseball/Softball Field Standard Infield Drag/Rake Out	1	Hourly	$135.00
14	Tree Removal- 0"-3" Cal.	1	Each	$52.00
15	Tree Removal- 4"-7" Cal.	1	Each	$1,104.00
16	Tree Removal- 8"-9" Cal.	1	Each	$95.00
17	Tree Removal- 10"-12" Cal.	1	Each	$286.00
18	Tree Removal- 13"-14" Cal.	1	Each	$845.00
19	Tree Removal- 17"-24" Cal.	1	Each	$1,040.00
20	Tree Removal- 25"-30" Cal.	1	Each	$1,820.00
21	Tree Removal- 31"-36" Cal.	1	Each	$2,860.00
22	Tree Removal- 37"-42" Cal.	1	Each	$3,640.00
23	Tree Removal- 43"-48" Cal.	1	Each	$4,160.00
24	Re-Vegetation Seeding by Hand	1	SF	$34.00
25	Re-Vegetation Seeding Hydroseed	1	SF	$34.00
26	Establishment of Watering for New Seeding	1	1000 SF	$1,125.00
27	Green Waste Tipping Fee	1	Ton	$100.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost
28	General Waste Tipping Fee	1	Ton	$120.00
29	Port-a-potty Rental	1	1 Week	$150.00
30	% Discount off for Items (1-29) all parts and materials. Invoice will include copies of all purchases for parts and materials, including contractor and date purchased.	1	%	0%
Landscape Construction Projects - Items 31-42- Unit Price must be all-encompassing to include (Hourly Rate, Equipment needed, line items under vegetation management, etc.)				
Under $60,000				
31	Superintendent- Regular Hourly Rate	1	Hourly	$65.00
32	Superintendent- Overtime Hourly Rate	1	Hourly	$97.50
33	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$55.00
34	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$82.50
35	Laborer- Regular Hourly Rate	1	Hourly	$50.00
36	Laborer- Overtime Hourly Rate	1	Hourly	$75.00
Over $60,000				
37	Superintendent- Regular Hourly Rate	1	Hourly	$65.00
38	Superintendent- Overtime Hourly Rate	1	Hourly	$97.50
39	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$55.00
40	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$82.50
41	Laborer- Regular Hourly Rate	1	Hourly	$45.00
42	Laborer- Overtime Hourly Rate	1	Hourly	$67.50
Irrigation Install/Repair - Items 43-48 & 50-55- Unit Price must be all encompassing to include (Hourly Rate, equipment needed, etc.)				
Under $60,000				
43	Superintendent- Regular Hourly Rate	1	Hourly	$95.00
44	Superintendent- Overtime Hourly Rate	1	Hourly	$142.50
45	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$95.00
46	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$142.50
47	Laborer- Regular Hourly Rate	1	Hourly	$45.00
48	Laborer- Overtime Hourly Rate	1	Hourly	$67.50
49	% Discount off of all parts and materials. Invoices will include copies of all purchases for parts and materials, including contractor and date purchased.	1	%	0%
Over $60,000				
50	Superintendent- Regular Hourly Rate	1	Hourly	$65.00
51	Superintendent- Overtime Hourly Rate	1	Hourly	$97.50
52	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$95.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost
53	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$142.50
54	Laborer- Regular Hourly Rate	1	Hourly	$40.00
55	Laborer- Overtime Hourly Rate	1	Hourly	$60.00
56	% Discount off of all parts and materials. Invoices will include copies of all purchases for parts and materials, including contractor and date purchased.	1	%	0%
Encampment Clean Up - Items 57-63- Unit Price must be all encompassing to include (Hourly Rate, equipment				
57	Superintendent- Regular Hourly Rate	1	Hourly	$65.00
58	Superintendent- Overtime Hourly Rate	1	Hourly	$97.50
59	Journeymen or Experienced Worker- Regular Hourly Rate	1	Hourly	$55.00
60	Journeymen or Experienced Worker- Overtime Hourly Rate	1	Hourly	$82.50
61	Laborer- Regular Hourly Rate	1	Hourly	$45.00
62	Laborer- Overtime Hourly Rate	1	Hourly	$67.50
63	Confined Spaces Laborer- Hourly Rate (Must have OSHA License/Certification)	1	Hourly	No Bid
64	General Waste Tipping Fee	1	Ton	$120.00
65	Hazardous Waste Tipping Fee	1	Ton	No Bid
Snow Plow, Sidewalk Services and Ice Control - Items 66-70- Unit Price must be all encompassing to include (Hourly Rate, equipment, etc.)				
66	Snow Plow (On Truck)- Hourly Rate	1	Hourly	$180.00
67	Sidewalk Service- ATV Hourly Rate	1	Hourly	$150.00
68	Sidewalk Service- Laborer Shovel Service- Hourly Rate	1	Hourly	$150.00
69	Ice Control- aggregate Spread Ton Rate	1	2000 Lbs.	$175.00
70	Ice Control- Ice Melt (Plant, Animal, Concrete Safer- magnesium Chloride/Calcium Chloride Blend).	1	Lb.	$100.00

MEMO

To: Travis Dutton-Leyda, Finance Department, Chief Purchasing Officer

From: Kat Kincade, Parks and Open Space Division, Contract Administrator KK

Subject: Selection Process for ITB FY26-COCITB-081

Date: 07/31/2026

When Invitation to Bid (ITB) FY26-COCITB-081 for On-Call General Landscaping, Irrigation, and Snow Removal Services closed April 20, 2026, there were 8 companies that had submitted bids. Below is the list of bidders and attached is the "Bid Tab" that shows the amounts the bidders submitted for the various sub-tasks.

Carrasco Project Management CPM
Cassidy's Landscaping Inc
High Desert Landscape Maintenance
J&B Gardens LLC
San Isidro Permaculture Inc
Seeds of Wisdom, LLC
Southwest Fire Defense LLC
Very Good Tree Service

Southwest Fire Defense LLC did not have the lowest price for any of the subtasks, and so was withdrawn from award consideration. J&B Gardens LLC and Seeds of Wisdom, LLC did not provide proof of the required construction license, and so were also removed from consideration. Procurement Analysts reached out to Carrasco Project Management CPM, and Very Good Tree Service to confirm that they were willing to honor extremely low subtask bid prices if awarded contracts. They had not understood the all-inclusive nature of the quoted line items and withdrew their bids. In this way, five of the eight bidders were not chosen for on-call contracts.

High Desert Landscape Maintenance was a low bidder on several subtasks, but did not submit proof that they are registered with the New Mexico Department of Workforce Solutions. This was not disqualifying, but it was decided that they would only be eligible to work on projects costing less than $60,000. This left two fully responsive bidders who had the lowest prices for some of the subtask line items:

Cassidy's Landscaping Inc, and San Isidro Permaculture Inc

The attached contract is a resulting proposed award to a responsive low bidder.

Line Item	Description	Quantity	Unit of Measure	Carrasco Project Management CPM Unit Cost	Cassidy's Landscaping Inc Unit Cost	High Desert Landscape Maintenance Unit Cost	J&B Gardens LLC Unit Cost	San Isidro Permaculture Inc Unit Cost	Seeds of Wisdom, LLC Unit Cost	Southwest Fire Defense LLC Unit Cost	Very Good Tree Service Unit Cost
1	Brush Removal	1	Hourly	$238.00	$45.00	$49.25	$50.00	$52.00	$52.00	$450.00	$627.00
2	Clear and Grubbing	1	Hourly	$395.00	$45.00	$49.25	$50.00	$52.00	$52.00	No Bid	$0.00
3	Pruning Herbaceous Plants	1	Hourly	$205.00	$45.00	$49.25	$60.00	$52.00	$52.00	No Bid	$0.00
4	Pruning Woody Plants	1	Hourly	$410.00	$45.00	$49.25	$60.00	$52.00	$80.00	No Bid	$627.00
5	Mowing W/ String Line	1	Hourly	$220.00	$45.00	$49.25	$75.00	$52.00	$90.00	No Bid	$0.00
6	Weed Eating	1	Hourly	$269.00	$45.00	$49.25	$65.00	$52.00	$65.00	No Bid	$0.00
7	Mechanical Stump Grinding	1	Hourly	$370.00	$416.00	No Bid	$120.00	No Bid	$425.00	$350.00	$0.00
8	Chipping	1	Hourly	$347.00	$416.00	No Bid	$140.00	No Bid	$500.00	$350.00	$0.00
9	Fertilization	1	Hourly	$275.00	$135.00	$49.25	$80.00	No Bid	$52.00	No Bid	$375.00
10	Turf Aeration	1	Hourly	$250.00	$135.00	$49.25	$110.00	No Bid	$90.00	No Bid	$0.00
11	Spraying (Integrated Pest Management Approved) License/Certification needed	1	Hourly	$300.00	$150.00	No Bid	No Bid	$52.00	No Bid	No Bid	$0.00
12	Diagnosis, Project Estimates and Troubleshooting	1	Hourly	$205.00	$90.00	$65.00	$95.00	$70.00	$85.00	No Bid	$150.00
13	Baseball/Softball Field Standard Infield Drag/Rake	1	Hourly	$195.00	$135.00	$49.25	$65.00	No Bid	No Bid	No Bid	$0.00
14	Tree Removal- 0"-3" Cal.	1	Each	$900.00	$52.00	$50.00	$120.00	$31.44	$55.00	$225.00	$627.00
15	Tree Removal- 4"-7" Cal.	1	Each	$1,500.00	$1,104.00	$70.00	$190.00	$62.88	$100.00	$425.00	$627.00
16	Tree Removal- 8"-9" Cal.	1	Each	$1,650.00	$95.00	No Bid	$250.00	$125.75	$155.00	$575.00	$627.00
17	Tree Removal- 10"-12" Cal.	1	Each	$2,000.00	$286.00	No Bid	$380.00	$251.50	$310.00	$775.00	$627.00
18	Tree Removal- 13"-14" Cal.	1	Each	$2,400.00	$845.00	No Bid	$450.00	$503.00	$375.00	$1,049.00	$627.00
19	Tree Removal- 17"-24" Cal.	1	Each	$2,800.00	$1,040.00	No Bid	$680.00	$758.51	$710.00	$1,950.00	$627.00
20	Tree Removal- 25"-30" Cal.	1	Each	$3,300.00	$1,820.00	No Bid	$1,100.00	$1,173.00	$1,300.00	$3,000.00	$627.00
21	Tree Removal- 31"-36" Cal.	1	Each	$3,700.00	$2,860.00	No Bid	$1,700.00	$1,373.00	$2,000.00	$4,499.00	$627.00
22	Tree Removal- 37"-42" Cal.	1	Each	$4,300.00	$3,640.00	No Bid	$2,600.00	$1,673.00	$2,500.00	$6,800.00	$627.00
23	Tree Removal- 43"-48" Cal.	1	Each	$4,800.00	$4,160.00	No Bid	$4,200.00	$2,020.00	$4,000.00	$8,500.00	$627.00
24	Re-Vegetation Seeding by Hand	1	SF	$.50	$34.00	No Bid	$12.00	$.19	$8.00	$1.85	$0.00
25	Re-Vegetation Seeding Hydroseed	1	SF	$.80	$34.00	No Bid	$60.00	$.39	No Bid	$2.25	$0.00
26	Establishment of Watering for New Seeding	1	1000 SF	$2.10	$1,125.00	No Bid	$1,600.00	$961.21	$200.00	$350.00	$0.00
27	Green Waste Tipping Fee	1	Ton	$220.00	$100.00	$65.00	$180.00	$470.00	$400.00	No Bid	$0.00
28	General Waste Tipping Fee	1	Ton	$270.00	$120.00	$65.00	$250.00	$455.00	$450.00	No Bid	$0.00
29	Port-a-potty Rental	1	1 Week	$290.00	$150.00	No Bid	$50.00	$470.96	$150.00	No Bid	$0.00
30	% Discount off for Items (1-29) all parts and materials. Invoice will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no	1	%	$1.00	$0.00	No Bid	No Bid	$0.00	No Bid	No Bid	$0.00
				$31,813.40	$19,212.00	$758.25	$14,792.00	$10,763.83	$14,256.00	$29,302.10	$8,049.00

Outlook

Re: City of Santa Fe On-Call Landscape Management

From Matt Loehman <mloehman@horizonsofnewmexico.org>
Date Tue 5/5/2026 8:41 AM
To KINCADE, KATHERINE L. <klkincade@santafenm.gov>

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

Good morning -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, May 4, 2026 at 5:33 PM KINCADE, KATHERINE L. <klkincade@santafenm.gov> wrote:

> The City of Santa Fe is seeking On-Call contractors to enter into four-year contracts for vegetation management , landscape and irrigation design for less than $10,000, landscape construction, irrigation installation and repair, encampment clean-up, and snow plowing/shoveling and ice control services

for the City of Santa Fe parks, open spaces, trails, right of ways and medians, rivers, arroyos, drainages and floodplains in Santa Fe, New Mexico.

This work will include- but is not limited to, mowing, weed eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying, excavation, erosion control, fine grading, cleanup and green waste / waste disposal, snow plowing and sidewalk shoveling, ice control, landscape and irrigation design.

Do you have contractors who would like to provide bids for this work? Thank you.

Kat Kincade, CPO (she/her)
Contract Administrator
Parks and Open Space Division
Public Works Department
505-637-2112
klkincade@santafenm.gov
1142 Siler Road, Building C (Antonio Roybal Bldg.)
Santa Fe, NM 87507



Outlook

RE: Determination Request for ITB On-Call General Landscaping, Irrigation, and Snow Removal Services

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Thu 3/19/2026 1:21 PM
To SAIZ, CARLOS R. <crsaiz@santafenm.gov>; Purchasing ITB <purchasing_itb@santafenm.gov>

Greetings,
Based on the information provided, the scope of work is classified as **Construction**. This determination is made solely for the purpose of addressing the classification question and does not constitute a comprehensive review of the scope or the procurement method's compliance with all applicable legal or regulatory requirements.
This determination is subject to change if the scope of work is modified from the original submission.
The procurement process must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe's Procurement Manual
- Central Purchasing procedures
- Applicable state statutes
- Requirements of the New Mexico Department of Workforce Solutions, if applicable

Please note:

- Save this email as a PDF and upload it into the corresponding Munis record(s).
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

  -Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
  -IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
  Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
  -Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
  -Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
  -Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov
  -Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- When processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and

contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.

- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - All other requests to purchasing@santafenm.gov

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

Book time to meet with me

Regards,

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

Vendor Registration Sites and Current Procurement Opportunities:

[Current for Finances Only] https://cityofsantafenm.tylerportico.com/va/vendor-access

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

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

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

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

---

From: SAIZ, CARLOS R. <crsaiz@santafenm.gov>
Sent: Thursday, March 19, 2026 1:03 PM
To: Purchasing ITB <purchasing_itb@santafenm.gov>
Subject: Determination Request for ITB On-Call General Landscaping, Irrigation, and Snow Removal Services

Good afternoon,

I am seeking an ITB Determination letter for the following SOW:

A. Once a need is identified, an authorized City representative will request quotes or estimates from the awarded Contractors detailing the required services. If the quote is acceptable, the City will issue a Written Task Order.

B. Upon receiving a request for quotes, Contractors shall promptly provide an estimate based on the rates submitted in the Bid Form (and as listed in their Price Agreement), along with a cost summary and project schedule necessary to complete the assignment. Project schedules, negotiated pricing, and completion dates will be determined on a

project-by-project basis and depend on the urgency of the task. Work may be required to be performed in phases.

C. Unless otherwise agreed upon, the Contractor shall provide the required labor, equipment, and materials within one week of the Notice to Proceed. For emergency work, the Contractor must provide required labor within 24 hours.

D. The Contractor is responsible for obtaining all necessary permits and licenses to perform the work. This may include, but is not limited to, holding a valid GB-98 General Building Contractor license, or certification as a Registered Landscape Architect, Licensed Urban Forester, or Licensed Arborist.

E. The Contractor shall adhere to all applicable Contract Documents, Construction Documents, Specifications, and approved directives. Compliance includes, but is not limited to, ANSI 300 standards for tree work, NMDOT standards for revegetation and seeding, and the City of Santa Fe's Integrated Pest Management Program.

F. The Contractor shall also comply with all applicable local, county, state, and federal requirements, including the City's Stormwater Pollution Prevention Program and Stormwater BMPs. Contractors are responsible for verifying existing site conditions, measurements, and dimensions prior to bidding, as well as obtaining any required permits, paying related fees, and scheduling all necessary State and/or City inspections.

G. Both the Contractor and the City shall comply with NMSA 1978, Section 13-4-1 et seq., and any other applicable laws and rules. Requirements for subcontractors, bonding, and wage decisions will apply at the Task Order level if the amounts meet the statutory threshold outlined in NMSA 1978, Section 13-4-1 et seq. POs shall be considered contracts as it relates to this statute.

Please let me know if there are any questions.

Cheers,

Carlos Saiz, Project Manager I
City of Santa Fe Parks and Open Space Division
1142 Siler Road, Bldg. C
Santa Fe, NM 87505
(505) 637-2163

CITY OF SANTA FE
PARKS & OPEN SPACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2026

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

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

PRODUCER	CONTACT NAME: Michael Latting	
Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	PHONE (A/C, No, Ext): (505) 982-4302	FAX (A/C, No): (505) 989-9186
	E-MAIL ADDRESS: sromero@danielsinsuranceinc.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cassidys Landscaping, Inc. 3901 Agua Fria Rd Santa Fe NM 875079202 (505) 474-4500	INSURER A : New Mexico Mutual Casualty Com	40627
	INSURER B : Nationwide Mutual Insurance Co	23787
	INSURER C : Ascot Specialty Insurance Comp	45055
	INSURER D : Weschester Surplus Lines Insuran	10172
	INSURER E :	
	INSURER F :	

COVERAGES SR **CERTIFICATE NUMBER:** Cert ID 41289 (121) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ACP3202257703	06/01/2026	06/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Benefits Liab	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ACP3202257703	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ none			ESXS2610006442-01	06/01/2026	06/01/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0099197.108	01/01/2026	01/01/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			G48624959-003	06/01/2026	06/01/2027	Each Occurrence	$ 1,000,000
D	Pollution Liability			G48624959-003	06/01/2026	06/01/2027	Aggregate	$ 2,000,000

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

General Liability policy contains an Automatic Add'l Insd granted to the Cert Holder, on-going and completed operations, and Waiver of Subrogation are included per written contract. General Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss until the Company's primary limits of liability have been exhausted when required by written contract. Automobile policy contains a blanket add'l insured granted to the cert-holder when required by written contract. Umbrella Liability follows form over the General Liability/Auto Liability/Employers Liability.

CERTIFICATE HOLDER

City of Santa Fe
Parks Division
1142 Siler Rd
PO Box 909
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Non-Collusion Affidavit of Prime Bidder

STATE OF New Mexico)
) ss.
COUNTY OF Santa Fe)

William Cassidy, being first duly sworn, deposes and says that:

1) He is the Vice President of Cassidy's Landscaping Inc, the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affront.

By: [signature]

Title: Vice President

Subscribed and sworn to before me this 13 day of April, 2026.

[signature]
Notary Public

My Commission expires: May 19 2029

CELIA ENRIQUEZ
Notary Public
State of New Mexico
Comm. # 2006320
My Comm. Exp. May 19, 2029

Cassidy's Contract 3260417 Package for PW sigs

Final Audit Report 2026-07-16

Created:	2026-07-14
By:	KATHERINE KINCADE (klkincade@santafenm.gov)
Status:	Approved
Transaction ID:	CBJCHBCAABAASGAB2-Ji93caOgjw8wrx19ZICP2UhKXW
Documents:	Cassidy's Contract 3260417 Package for PW sigs.pdf (26 pages)
Number of Documents:	1
Document page count:	26
Number of supporting files:	0
Supporting files page count:	0

"Cassidy's Contract 3260417 Package for PW sigs" History

Document created by KATHERINE KINCADE (klkincade@santafenm.gov)
2026-07-14 - 9:25:36 PM GMT- IP address: 63.232.20.2

Document emailed to SCOTT OVERLIE (saoverlie@santafenm.gov) for approval
2026-07-14 - 9:28:35 PM GMT

Email viewed by SCOTT OVERLIE (saoverlie@santafenm.gov)
2026-07-15 - 1:31:27 PM GMT- IP address: 104.47.65.254

Document approved by SCOTT OVERLIE (saoverlie@santafenm.gov)
Approval Date: 2026-07-15 - 1:31:45 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

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Email viewed by Melissa McDonald (mamcdonald@santafenm.gov)
2026-07-15 - 2:18:00 PM GMT- IP address: 206.206.137.1

Document approved by Melissa McDonald (mamcdonald@santafenm.gov)
Approval Date: 2026-07-15 - 2:19:18 PM GMT - Time Source: server- IP address: 206.206.137.1 - Signature Appearance Selected: TYPE

Document emailed to YVONNE SWENSON (ycswenson@santafenm.gov) for approval
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2026-07-16 - 4:38:31 PM GMT- IP address: 63.232.20.2

Document approved by YVONNE SWENSON (ycswenson@santafenm.gov)

Approval Date: 2026-07-16 - 4:39:08 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for approval

2026-07-16 - 4:39:16 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)

2026-07-16 - 5:06:21 PM GMT- IP address: 63.232.20.2

Document approved by JOHN BURNETT (jsburnett@santafenm.gov)

Approval Date: 2026-07-16 - 5:06:42 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Agreement completed.

2026-07-16 - 5:06:42 PM GMT

Purchasing Memo

Date: July 14, 2026

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

Via: Sam Burnett, Public Works Department Director JOHN BURNETT

Carol Swenson, Public Works Business Operations Manager CS YVONNE SWENSON

Melissa McDonald, Parks and Open Space Division Director MMc

From: Scott Overlie, Parks and Open Space Project Manager III SaO SaO

Subject: On-Call General Landscaping, Irrigation, and Snow Removal Services

Vendor Name: High Desert Landscape Maintenance

Munis Vendor Number: 3491

ACTIONS:

Request for Approval of a Construction Contract with High Desert Landscape Maintenance for On-Call Landscape Management Services in the Total Amount of $4,000,000 for Four Years. (Scott Overlie, Parks and Open Space Project Manager III; saoverlie@santafenm.gov)

Committee Review

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

City Council

Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4

Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

CONTRACT NUMBER:

The MUNIS Contract number for FY27 is #3260419.

BACKGROUND AND SUMMARY:

The City of Santa Fe currently contracts with six landscape management companies for on-call services. On-call services are utilized in parks, open spaces, trails, rights of way, medians, waterways and floodplains throughout Santa Fe. These services help streamline processes to efficiently address routine operations, illegal dumping and emergency maintenance on an as-needed basis. Services provided through these contracts include, but are not limited to: mowing, weed eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying, excavation, erosion control, storm water best management practices, fine grading, cleanup and green waste / waste disposal, snow plowing and sidewalk shoveling, ice control, and landscape and irrigation installation.

The four-year contracts currently in place will expire in FY27. To ensure continuity of operations, the Parks and Open Space Division issued a follow-on invitation to bid to update service needs and prices. Eight companies responded and three were selected to be put under contract based on fully-responsive, lowest bids for the range of task items needed.

An On-call contract is not a guarantee of payment to the awarded vendor and is used on a per task order basis assuming funding is available. The requesting department/ division shall provide, at a minimum, a detailed scope of work and/or drawings. The vendor then provides a quote, which is vetted and negotiated by staff as needed. Once an agreed upon cost is negotiated, a purchase order is produced for the scope of work. All City of Santa Fe Departments will be authorized to utilize this on-call contract. All must submit a detailed scope of work and receive written approval from the Parks and Open Space Division Director before commencing work.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/03/2026

Budget Officer Comment/Exceptions:

PROCUREMENT METHOD:

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

Invitation to Bid (ITB) - This procurement was conducted through a competitive sealed bid process in accordance with NMSA 1978, Section 13-1-103, Section 13-1-110, and Section 13-1-111. The Invitation to Bid was released on March 27, 2026 through the City's OpenGov portal, and bids were due on April 20, 2026. The OpenGov Project ID is FY26-COCITB-081. Bids were publicly opened on April 20, 2026 at the designated time. The following vendors submitted the lowest responsive and responsible bids that met all specifications. Accordingly, the award of the contract is recommended to:

Cassidy's Landscaping Inc.
High Desert Landscape Maintenance
Seeds of Wisdom LLC

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 08/03/2026

CPO Comment/Exceptions:

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: **Title:** **Date:**

Comment/Exceptions:

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: **Title:**
Date:

Comment/Exceptions:

Vehicles included? ☐ Yes | ☒ No

Approval: **Title:** **Date:**

Comment/Exceptions:

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

Approval: **Title:**
Date: _____ _____ _____

Comment/Exceptions: _____

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

If yes, what is the issuing agency: State and Local funds will likely be used. TBD

Approval: _____ **Title:**
Date: _____ _____

Comment/Exceptions: _____

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

Project Ledger Number: _____

Approval: _____ **Title:**
Date: _____ _____

Comment/Exceptions: _____

ATTACHMENTS:
Construction Contract
ITB Cost Proposal/Exhibit A
ITB Award Process
ITB Bid Tab
Horizons Declination
CPO Service Determination Email
Certificate of Liability Insurance (COI)
Non-Collusion Affidavit of Subcontractor



CITY OF SANTA FE

CONSTRUCTION CONTRACT

On-Call General Landscaping, Irrigation, and Snow Removal Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and High Desert Landscape Maintenance, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

I. SCOPE OF WORK

A. The Contractor shall perform the following work:

1. The Contractor shall perform all the work required by the Contract Documents for on-call Vegetation Management, Landscape Construction, Irrigation Installation and Repair, Encampment Clean-up, and Snow Plowing/Shoveling and Ice Control Services upon the request of the City (FY26-COCITB-081). Once a need is identified, the City will issue a Written Task Order to the Contractor detailing the services required. Upon receiving the City's request for services, the Contractor shall promptly provide the City with an estimate (based upon the rates submitted in the Bid Form) cost summary, and project schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one

week of a request issuance of a Notice to Proceed. The Contractor shall agree to provide required labor within 24 hours for emergency situations.

2. Contractor is responsible for all required permits and licenses required to perform this work. This may include but is not limited to the Contractor being a licensed GB-98 General Building Contractor, Licensed Urban Forester or Licensed Arborist.

3. Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. This responsibility shall include, but is not limited to, adherence to ANSI 300 standards for all tree work, and NMDOT standards for all revegetation seeding work and the City of Santa Fe Integrated Pest Management Program for all projects.

4. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater Best Management Practices.

5. Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

II. COMPENSATION

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A. Individual Task Orders for High Desert Landscape Maintenance shall not exceed sixty-thousand dollars ($60,000) exclusive of GRT.

For the services described in the scope of work, the City agrees to pay the Contractor $3,697,284.81.

The services in the contract require Gross Receipts Tax (GRT). The GRT on this contract is levied at the rate of 8.1875% equating $302,715.19.

The total not to exceed compensation on this Contract including GRT is $4,000,000.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms. Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address or via direct deposit as the Contractor designates in the City of Santa Fe MUNIS financial system. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices may not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

III. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate four (4) years from the date of final signature unless terminated pursuant to the Termination or Appropriations articles of this Contract. This Contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

IV. TERMINATION

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

6. Except as otherwise provided in Paragraphs "Construction Contract Performance and Payment Bond" and "Penalties for Violation of Law", the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

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

V. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are

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

VI. STATUS OF CONTRACTOR

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

VII. CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BOND

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

1. a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

2. a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

VIII. ASSIGNMENT

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

IX. SUBCONTRACTING

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

X. RELEASE

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

XI. CONFIDENTIALITY

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

XII. PRODUCT OF SERVICE - COPYRIGHT

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

XIII. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

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

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

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

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

XIV. AMENDMENT

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

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

XV. CHANGE ORDERS

A. Changes. The Contractor may only make changes or revisions within the Scope of Work and/or Exhibit A after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Contract compensation, as outlined in "Compensation"; or
5. Contract termination, as outlined in "Termination".

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

   a. the name of the person requesting the change;
   b. a summary of the required change;
   c. the start date for the change;
   d. the reason and necessity for change;
   e. the elements to be altered; and
   f. the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

XVI. MERGER

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

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

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

XVII. PENALTIES FOR VIOLATION OF LAW

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 illegal bribes, gratuities and kickbacks.

XVIII. EQUAL OPPORTUNITY COMPLIANCE

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

XIX. APPLICABLE LAW

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

XX. WORKERS' COMPENSATION

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

XXI. OTHER INSURANCE

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

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

XXII. RECORDS AND FINANCIAL AUDIT

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

XXIII. INDEMNIFICATION

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City.

XXIV. NEW MEXICO TORT CLAIMS ACT

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

XXV. INVALID TERM OR CONDITION

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

XXVI. ENFORCEMENT OF CONTRACT

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No

waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

XXVII. NOTICES

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

To the City:	Department:	**To the Contractor:**
Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Public Works, Parks and Open Space Division Carlos Saiz, Project Manager 1142-C Siler Road Santa Fe, NM 87507 crsaiz@santafenm.gov (505)795-2556	Kim Jevertson, Owner High Desert Landscape Management 7616 Baca Lane Santa Fe, NM 87507 sales@highdesertlandscaping.com (505)471-6808

XXVIII. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

XXIX. PROGRESS PAYMENTS

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

XXX. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

XXXI. SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

XXXII. GENERAL AND SPECIAL PROVISIONS

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements

C. appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

D. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

E. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

F. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

G. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

H. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and

I. construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

J. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

K. Certificates and Documents Incorporated. All certificates and documentation required by the

L. provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

M. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

N. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or

O. trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

P. Relationship of Contract Documents. The Contract Documents are complementary, and any

Q. requirement of one Contract Document shall be as binding as if required by all.

R. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

S. Pursuant to NMSA 1978, Section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

MICHAEL GARCIA, MAYOR

CONTRACTOR:
HIGH DESERT LANDSCAPE MAINTENANCE

Kim Jevertson
Kim Jevertson (Jun 19, 2026 10:28:25 MDT)

KIM JEVERTSON, OWNER

DATE: 06/19/2026

NMBTIN: 03606502001

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (Jun 23, 2026 14:49:40 MDT) 06/23/2026

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

~~ANDREA PHILLIPS, INTERIM~~ FINANCE DIRECTOR

MONICA MAESTAS

Exhibit A

Exhibit A - High Desert Landscape Maintenance Price Schedule				
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**
Vegetation Management - Items 1-26- Unit Price must be all-encompassing to include (Hourly Rate, equipment needed, etc.) Cal. = Caliper				
1	Brush Removal	1	Hourly	$49.25
2	Clear and Grubbing	1	Hourly	$49.25
3	Pruning Herbaceous Plants	1	Hourly	$49.25
4	Pruning Woody Plants	1	Hourly	$49.25
5	Mowing W/ String Line	1	Hourly	$49.25
6	Weed Eating	1	Hourly	$49.25
7	Mechanical Stump Grinding	1	Hourly	No Bid
8	Chipping	1	Hourly	No Bid
9	Fertilization	1	Hourly	$49.25
10	Turf Aeration	1	Hourly	$49.25
11	Spraying (Integrated Pest Management Approved) License/Certification needed	1	Hourly	No Bid
12	Diagnosis, Project Estimates and Troubleshooting	1	Hourly	$65.00
13	Baseball/Softball Field Standard Infield Drag/Rake Out	1	Hourly	$49.25
14	Tree Removal- 0"-3" Cal.	1	Each	$50.00
15	Tree Removal- 4"-7" Cal.	1	Each	$70.00
16	Tree Removal- 8"-9" Cal.	1	Each	No Bid
17	Tree Removal- 10"-12" Cal.	1	Each	No Bid
18	Tree Removal- 13"-14" Cal.	1	Each	No Bid
19	Tree Removal- 17"-24" Cal.	1	Each	No Bid
20	Tree Removal- 25"-30" Cal.	1	Each	No Bid
21	Tree Removal- 31"-36" Cal.	1	Each	No Bid
22	Tree Removal- 37"-42" Cal.	1	Each	No Bid
23	Tree Removal- 43"-48" Cal.	1	Each	No Bid
24	Re-Vegetation Seeding by Hand	1	SF	No Bid
25	Re-Vegetation Seeding Hydroseed	1	SF	No Bid

Line Item	Description	Quantity	Unit of Measure	Unit Cost
26	Establishment of Watering for New Seeding	1	1000 SF	No Bid
27	Green Waste Tipping Fee	1	Ton	No Bid
28	General Waste Tipping Fee	1	Ton	$65.00
29	Port-a-potty Rental	1	1 Week	No Bid
30	% Discount off for Items (1-29) all parts and materials. Invoice will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no discount is offered.	1	%	0%
Landscape Construction Projects - Items 31-36- Unit Price must be all-encompassing to include (Hourly Rate, Equipment needed, line items under vegetation management, etc.)				
Under $60,000				
31	Superintendent- Regular Hourly Rate	1	Hourly	$80.00
32	Superintendent- Overtime Hourly Rate	1	Hourly	$120.00
33	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$65.00
34	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$97.50
35	Laborer- Regular Hourly Rate	1	Hourly	$49.25
36	Laborer- Overtime Hourly Rate	1	Hourly	$49.25
Irrigation Install/Repair - Items 43-48 Unit Price must be all encompassing to include (Hourly Rate, equipment needed, etc.)				
Under $60,000				
43	Superintendent- Regular Hourly Rate	1	Hourly	$80.00
44	Superintendent- Overtime Hourly Rate	1	Hourly	$120.00
45	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$65.00
46	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$97.50
47	Laborer- Regular Hourly Rate	1	Hourly	$49.25
48	Laborer- Overtime Hourly Rate	1	Hourly	$68.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost
56	% Discount off for hourly rates and materials. Invoices will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no discount is offered.	1	%	0%
Encampment Clean Up - Items 57-63- Unit Price must be all encompassing to include (Hourly Rate, equipment needed, etc.)				
57	Superintendent- Regular Hourly Rate	1	Hourly	$80.00
58	Superintendent- Overtime Hourly Rate	1	Hourly	$120.00
59	Journeymen or Experienced Worker- Regular Hourly Rate	1	Hourly	$65.00
60	Journeymen or Experienced Worker- Overtime Hourly Rate	1	Hourly	$97.50
61	Laborer- Regular Hourly Rate	1	Hourly	$49.25
62	Laborer- Overtime Hourly Rate	1	Hourly	$68.00
63	Confined Spaces Laborer- Hourly Rate (Must have OSHA License/Certification)	1	Hourly	No Bid
64	General Waste Tipping Fee	1	Ton	$60.00
65	Hazardous Waste Tipping Fee	1	Ton	$75.00
Snow Plow, Sidewalk Services and Ice Control - Items 66-70- Unit Price must be all encompassing to include (Hourly Rate, equipment, etc.)				
66	Snow Plow (On Truck)- Hourly Rate	1	Hourly	$135.00
67	Sidewalk Service- ATV Hourly Rate	1	Hourly	$50.00
68	Sidewalk Service- Laborer Shovel Service- Hourly Rate	1	Hourly	$50.00
69	Ice Control- aggregate Spread Ton Rate	1	2000 Lbs.	$185.00
70	Ice Control- Ice Melt (Plant, Animal, Concrete Safer- magnesium Chloride/Calcium Chloride Blend).	1	Lb.	$0.85

MEMO

To: Travis Dutton-Leyda, Finance Department, Chief Purchasing Officer

From: Kat Kincade, Parks and Open Space Division, Contract Administrator KK

Subject: Selection Process for ITB FY26-COCITB-081

Date: 07/31/2026

When Invitation to Bid (ITB) FY26-COCITB-081 for On-Call General Landscaping, Irrigation, and Snow Removal Services closed April 20, 2026, there were 8 companies that had submitted bids. Below is the list of bidders and attached is the "Bid Tab" that shows the amounts the bidders submitted for the various sub-tasks.

Carrasco Project Management CPM
Cassidy's Landscaping Inc
High Desert Landscape Maintenance
J&B Gardens LLC
San Isidro Permaculture Inc
Seeds of Wisdom, LLC
Southwest Fire Defense LLC
Very Good Tree Service

Southwest Fire Defense LLC did not have the lowest price for any of the subtasks, and so was withdrawn from award consideration. J&B Gardens LLC and Seeds of Wisdom, LLC did not provide proof of the required construction license, and so were also removed from consideration. Procurement Analysts reached out to Carrasco Project Management CPM, and Very Good Tree Service to confirm that they were willing to honor extremely low subtask bid prices if awarded contracts. They had not understood the all-inclusive nature of the quoted line items and withdrew their bids. In this way, five of the eight bidders were not chosen for on-call contracts.

High Desert Landscape Maintenance was a low bidder on several subtasks, but did not submit proof that they are registered with the New Mexico Department of Workforce Solutions. This was not disqualifying, but it was decided that they would only be eligible to work on projects costing less than $60,000. This left two fully responsive bidders who had the lowest prices for some of the subtask line items:

Cassidy's Landscaping Inc, and San Isidro Permaculture Inc

The attached contract is a resulting proposed award to a responsive low bidder.

FY26-COCITB-081 Bid Tab

Line Item	Description	Quantity	Unit of Measure	Carrasco Project Management CPM Unit Cost	Cassidy's Landscaping Inc Unit Cost	High Desert Landscape Maintenance Unit Cost	J&B Gardens LLC Unit Cost	San Isidro Permaculture Inc Unit Cost	Seeds of Wisdom, LLC Unit Cost	Southwest Fire Defense LLC Unit Cost	Very Good Tree Service Unit Cost
1	Brush Removal	1	Hourly	$238.00	$45.00	$49.25	$50.00	$52.00	$52.00	$450.00	$627.00
2	Clear and Grubbing	1	Hourly	$395.00	$45.00	$49.25	$50.00	$52.00	$52.00	No Bid	$0.00
3	Pruning Herbaceous Plants	1	Hourly	$205.00	$45.00	$49.25	$60.00	$52.00	$52.00	No Bid	$0.00
4	Pruning Woody Plants	1	Hourly	$410.00	$45.00	$49.25	$60.00	$52.00	$80.00	No Bid	$627.00
5	Mowing W/ String Line	1	Hourly	$220.00	$45.00	$49.25	$75.00	$52.00	$90.00	No Bid	$0.00
6	Weed Eating	1	Hourly	$269.00	$45.00	$49.25	$65.00	$52.00	$65.00	No Bid	$0.00
7	Mechanical Stump Grinding	1	Hourly	$370.00	$416.00	No Bid	$120.00	No Bid	$425.00	$350.00	$0.00
8	Chipping	1	Hourly	$347.00	$416.00	No Bid	$140.00	No Bid	$500.00	$350.00	$0.00
9	Fertilization	1	Hourly	$275.00	$135.00	$49.25	$80.00	No Bid	$52.00	No Bid	$375.00
10	Turf Aeration	1	Hourly	$250.00	$135.00	$49.25	$110.00	No Bid	$90.00	No Bid	$0.00
11	Spraying (Integrated Pest Management Approved) License/Certification needed	1	Hourly	$300.00	$150.00	No Bid	No Bid	$52.00	No Bid	No Bid	$0.00
12	Diagnosis, Project Estimates and Troubleshooting	1	Hourly	$205.00	$90.00	$65.00	$95.00	$70.00	$85.00	No Bid	$150.00
13	Baseball/Softball Field Standard Infield Drag/Rake	1	Hourly	$195.00	$135.00	$49.25	$65.00	No Bid	No Bid	No Bid	$0.00
14	Tree Removal- 0"-3" Cal.	1	Each	$900.00	$52.00	$50.00	$120.00	$31.44	$55.00	$225.00	$627.00
15	Tree Removal- 4"-7" Cal.	1	Each	$1,500.00	$1,104.00	$70.00	$190.00	$62.88	$100.00	$425.00	$627.00
16	Tree Removal- 8"-9" Cal.	1	Each	$1,650.00	$95.00	No Bid	$250.00	$125.75	$155.00	$575.00	$627.00
17	Tree Removal- 10"-12" Cal.	1	Each	$2,000.00	$286.00	No Bid	$380.00	$251.50	$310.00	$775.00	$627.00
18	Tree Removal- 13"-14" Cal.	1	Each	$2,400.00	$845.00	No Bid	$450.00	$503.00	$375.00	$1,049.00	$627.00
19	Tree Removal- 17"-24" Cal.	1	Each	$2,800.00	$1,040.00	No Bid	$680.00	$758.51	$710.00	$1,950.00	$627.00
20	Tree Removal- 25"-30" Cal.	1	Each	$3,300.00	$1,820.00	No Bid	$1,100.00	$1,173.00	$1,300.00	$3,000.00	$627.00
21	Tree Removal- 31"-36" Cal.	1	Each	$3,700.00	$2,860.00	No Bid	$1,700.00	$1,373.00	$2,000.00	$4,499.00	$627.00
22	Tree Removal- 37"-42" Cal.	1	Each	$4,300.00	$3,640.00	No Bid	$2,600.00	$1,673.00	$2,500.00	$6,800.00	$627.00
23	Tree Removal- 43"-48" Cal.	1	Each	$4,800.00	$4,160.00	No Bid	$4,200.00	$2,020.00	$4,000.00	$8,500.00	$627.00
24	Re-Vegetation Seeding by Hand	1	SF	$.50	$34.00	No Bid	$12.00	$.19	$8.00	$1.85	$0.00
25	Re-Vegetation Seeding Hydroseed	1	SF	$.80	$34.00	No Bid	$60.00	$.39	No Bid	$2.25	$0.00
26	Establishment of Watering for New Seeding	1	1000 SF	$2.10	$1,125.00	No Bid	$1,600.00	$961.21	$200.00	$350.00	$0.00
27	Green Waste Tipping Fee	1	Ton	$220.00	$100.00	$65.00	$180.00	$470.00	$400.00	No Bid	$0.00
28	General Waste Tipping Fee	1	Ton	$270.00	$120.00	$65.00	$250.00	$455.00	$450.00	No Bid	$0.00
29	Port-a-potty Rental	1	1 Week	$290.00	$150.00	No Bid	$50.00	$470.96	$150.00	No Bid	$0.00
30	% Discount off for Items (1-29) all parts and materials. Invoice will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no	1	%	$1.00	$0.00	No Bid	No Bid	$0.00	No Bid	No Bid	$0.00
				$31,813.40	$19,212.00	$758.25	$14,792.00	$10,763.83	$14,256.00	$29,302.10	$8,049.00

High Desert Landscape Maintenance_CoSF

Final Audit Report 2026-06-23

Created:	2026-06-18
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo1J0ih8QEO9-L_Esx7kurquvgg0Wn0O3
Documents:	High Desert Landscape Maintenance_CoSF.pdf (15 pages)
Number of Documents:	1
Document page count:	15
Number of supporting files:	0
Supporting files page count:	0

"High Desert Landscape Maintenance_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-06-18 - 8:53:04 PM GMT- IP address: 63.232.20.2

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2026-06-18 - 8:53:58 PM GMT

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2026-06-18 - 8:54:33 PM GMT- IP address: 3.215.127.8

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Signer Kevin Nault (klnault@santafenm.gov) entered name at signing as Kevin L. Nault
2026-06-23 - 8:49:38 PM GMT- IP address: 172.59.3.224

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2026-06-23 - 8:49:40 PM GMT - Time Source: server- IP address: 172.59.3.224 - Signature Appearance Selected: TYPE

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Agreement completed.

2026-06-23 - 8:49:40 PM GMT

Outlook

Re: City of Santa Fe On-Call Landscape Management

From Matt Loehman <mloehman@horizonsofnewmexico.org>
Date Tue 5/5/2026 8:41 AM
To KINCADE, KATHERINE L. <klkincade@santafenm.gov>

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

Good morning -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, May 4, 2026 at 5:33 PM KINCADE, KATHERINE L. <klkincade@santafenm.gov> wrote:

> The City of Santa Fe is seeking On-Call contractors to enter into four-year contracts for vegetation management , landscape and irrigation design for less than $10,000, landscape construction, irrigation installation and repair, encampment clean-up, and snow plowing/shoveling and ice control services

for the City of Santa Fe parks, open spaces, trails, right of ways and medians, rivers, arroyos, drainages and floodplains in Santa Fe, New Mexico.

This work will include- but is not limited to, mowing, weed eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying, excavation, erosion control, fine grading, cleanup and green waste / waste disposal, snow plowing and sidewalk shoveling, ice control, landscape and irrigation design.

Do you have contractors who would like to provide bids for this work? Thank you.

Kat Kincade, CPO (she/her)
Contract Administrator
Parks and Open Space Division
Public Works Department
505-637-2112
klkincade@santafenm.gov
1142 Siler Road, Building C (Antonio Roybal Bldg.)
Santa Fe, NM 87507

Outlook

RE: Determination Request for ITB On-Call General Landscaping, Irrigation, and Snow Removal Services

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Thu 3/19/2026 1:21 PM
To SAIZ, CARLOS R. <crsaiz@santafenm.gov>; Purchasing ITB <purchasing_itb@santafenm.gov>

Greetings,
Based on the information provided, the scope of work is classified as **Construction**. This determination is made solely for the purpose of addressing the classification question and does not constitute a comprehensive review of the scope or the procurement method's compliance with all applicable legal or regulatory requirements.
This determination is subject to change if the scope of work is modified from the original submission.
The procurement process must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe's Procurement Manual
- Central Purchasing procedures
- Applicable state statutes
- Requirements of the New Mexico Department of Workforce Solutions, if applicable

Please note:

- Save this email as a PDF and upload it into the corresponding Munis record(s).
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

  -Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
  -IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
  Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
  -Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
  -Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov_
  -Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov
  -Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- When processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and

contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.

- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - All other requests to purchasing@santafenm.gov

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

Book time to meet with me

Regards,

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

Vendor Registration Sites and Current Procurement Opportunities:

[Current for Finances Only] https://cityofsantafenm.tylerportico.com/va/vendor-access

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

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

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

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

---

From: SAIZ, CARLOS R. <crsaiz@santafenm.gov>
Sent: Thursday, March 19, 2026 1:03 PM
To: Purchasing ITB <purchasing_itb@santafenm.gov>
Subject: Determination Request for ITB On-Call General Landscaping, Irrigation, and Snow Removal Services

Good afternoon,

I am seeking an ITB Determination letter for the following SOW:

A. Once a need is identified, an authorized City representative will request quotes or estimates from the awarded Contractors detailing the required services. If the quote is acceptable, the City will issue a Written Task Order.

B. Upon receiving a request for quotes, Contractors shall promptly provide an estimate based on the rates submitted in the Bid Form (and as listed in their Price Agreement), along with a cost summary and project schedule necessary to complete the assignment. Project schedules, negotiated pricing, and completion dates will be determined on a

project-by-project basis and depend on the urgency of the task. Work may be required to be performed in phases.

C. Unless otherwise agreed upon, the Contractor shall provide the required labor, equipment, and materials within one week of the Notice to Proceed. For emergency work, the Contractor must provide required labor within 24 hours.

D. The Contractor is responsible for obtaining all necessary permits and licenses to perform the work. This may include, but is not limited to, holding a valid GB-98 General Building Contractor license, or certification as a Registered Landscape Architect, Licensed Urban Forester, or Licensed Arborist.

E. The Contractor shall adhere to all applicable Contract Documents, Construction Documents, Specifications, and approved directives. Compliance includes, but is not limited to, ANSI 300 standards for tree work, NMDOT standards for revegetation and seeding, and the City of Santa Fe's Integrated Pest Management Program.

F. The Contractor shall also comply with all applicable local, county, state, and federal requirements, including the City's Stormwater Pollution Prevention Program and Stormwater BMPs. Contractors are responsible for verifying existing site conditions, measurements, and dimensions prior to bidding, as well as obtaining any required permits, paying related fees, and scheduling all necessary State and/or City inspections.

G. Both the Contractor and the City shall comply with NMSA 1978, Section 13-4-1 et seq., and any other applicable laws and rules. Requirements for subcontractors, bonding, and wage decisions will apply at the Task Order level if the amounts meet the statutory threshold outlined in NMSA 1978, Section 13-4-1 et seq. POs shall be considered contracts as it relates to this statute.

Please let me know if there are any questions.

Cheers,

Carlos Saiz, Project Manager I
City of Santa Fe Parks and Open Space Division
1142 Siler Road, Bldg. C
Santa Fe, NM 87505
(505) 637-2163

CITY OF SANTA FE
PARKS & OPEN SPACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/09/2026

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

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

PRODUCER	**CONTACT NAME:** Mason Browning
Associates Insurance Group	**PHONE (A/C, No, Ext):** (303) 793-3388 **FAX (A/C, No):** (303) 793-3386
7395 E. Orchard Rd.	**E-MAIL ADDRESS:** mbrowning@associatesgroup.com
Greenwood Village CO 80111	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
INSURED	**INSURER A :** AmTrust North America-General 524210
High Desert Landscape Maintenance	**INSURER B :** Westfield Insurance 24112
7616 Baca Lane	**INSURER C :**
	INSURER D :
	INSURER E :
Santa Fe NM 87507	**INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Master COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		511874H	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			511874H	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			511874H	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	KWC1427100	01/01/2026	01/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
	Kim Jevertson is excluded from operations.							

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

If required by written agreement, the certificate holder is named Additional Insured as respects General Liability. A Waiver of Subrogation applies in favor of the certificate holder as respects Workers' Compensation.

CERTIFICATE HOLDER

City of Santa Fe Parks and Open Space Division
PO Box 909
Santa Fe NU 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mason Browning

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	1/1/2026	Policy No.	KWC1427100	Endorsement No.	0
Insured	High Desert Landscape Maintenance			Premium $	8,450
Insurance Company	AmTrust Insurance Company				

Countersigned by _____

WC 00 03 13
(Ed. 04-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILIITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
PLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLIICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): Automatic status when required by written contract, agreement or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

© Insurance Services Office, Inc., 2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

© Insurance Services Office, Inc., 2012

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SNOW PLOW OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Within the "products-completed operations hazard", Exclusion **g.** under Section **I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to any "auto" used for snow plow operations.

© ISO Properties, Inc., 2006

Non-Collusion Affidavit of Prime Bidder

STATE OF)
) ss.
COUNTY OF)

Kimberly Jessen, being first duly sworn, deposes and says that:

1) ~~S~~He is the President of High Desert Landscape Maintenance Inc., the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affront.

By: _____

Title: President

Subscribed and sworn to before me this 9th day of April, 2026.

Ruben Arrieta
Notary Public

My Commission expires: 1/27/2030

STATE OF NEW MEXICO
NOTARY PUBLIC
RUBEN ARRIETA
COMMISSION # 2008512
COMMISSION EXPIRES 01/27/2030

High Desert Contract 3260419 Package for PW sigs

Final Audit Report 2026-07-18

Created:	2026-07-14
By:	KATHERINE KINCADE (klkincade@santafenm.gov)
Status:	Approved
Transaction ID:	CBJCHBCAABAAYieBVHVIsVOYrUHPcEucR5PA1-ryLCqa
Documents:	High Desert Contract 3260419 Package for PW sigs.pdf (34 pages)
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Document page count:	34
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Agreement completed.
2026-07-18 - 7:24:11 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: July 28, 2026

To: Governing Body
Finance Committee
Public Utilities/ Public Works

From: Martin Valdez, ESD Fleet Manager MJV

Via: Jesse Roach, Interim Public Utilities Department Director Jesse Roach
Debora Trujillo, Environmental Services Division Director DT

Subject: Purchase of Two (2) Kenworth L770 Single-Axle Chassis

Vendor Name: Inland Kenworth US, Inc.

Munis Vendor Number: 10326

ITEM AND ISSUE:

Public Utilities Department, Environmental Services is requesting your review and approval, to purchase Two (2) Kenworth L770 Single-Axle Chassis in the Total Amount of $387,688.00 excluding tax with Inland Kenworth US, Inc. via Cooperative Educational Services (CES) Contract #2024-24-C121-ALL, expiring 05/21/2028.

BACKGROUND AND SUMMARY:

Environmental Services seeks to purchase Two (2) Kenworth L770 Single-Axle Chassis, powered by compressed natural gas (CNG), to replace existing side-load recycling vehicles that will soon be 10 years old and quickly becoming no longer viable due to consistently high maintenance costs. These chassis have previously proven to be dependable, efficient, and durable in our fleet operations. This acquisition supports the City of Santa Fe's ongoing efforts to reduce emissions and lower our carbon footprint by transitioning to cleaner, more sustainable fuel alternatives.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ESD Enterprise Fund / Fund 510

Munis Org Name/Number: ESD Commercial Collections / 5100335

Munis Object Name/Number: Vehicles > 1.5 / 571000

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/03/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was:

Cooperative Educational Services (CES) Contract Number: 2024-24-C121-ALL, RFP Number: 2024-24 (Medium & Heavy – Duty Trucks) Expires May 21, 2028

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 08/04/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☒ **Yes** | ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:
Vendor's Quote
CES Contract Award Letter
RFP 2024-24 / Contract
Chassis Specs
Fleet Maintenance Manager's Memo

Quote

INLAND
INLAND KENWORTH

Anthony Di Benedetti
505-525-1479 **adibenedetti@inland-group.com**

Date:	July 23, 2026
Valid Until	August 2, 2026
Quote #:	112127
PREMIER #	QUO-1243645-C2C7B1

Customer

Sity Of Santa Fe Solid Waste

Martin Valdez

505-231-3751

Quote/Project Description

PER CES 2024-24-C121-ALL

One 2027 Kenworth L770 sinxle axle LCF chassis with ASL CNG 15 yard	Line Total
base spec: 2027 Kenworth L770, 60K GVWR. 20K front axle w/matching componets, 46K rear Axles w/ matching componets, 315/85R22.5tires on Aluminium wheels Cummins L9N 320HP engine, Allison 4000 transmission, Hendrickson Haulmax 46K suspension,53" low cab forward right hand drive cab. Drum brakes	$ 214,507.00
plus or minus (+ or -) option below:	
23K rear axle with matching suspension and wheel end componets in leu of 46K rear axle	$ (15,395.00)
Allison 3000 in leu of Allison 4000	$ (5,268.00)
CES 2% discount on options	$ (414.00)

Special Notes & Instructions: this purchase requires 2 PO's. one for the chassis to be paid once once chassis is built, the other for the body, to be paid once body is installed and you take possision of unit

SUB TOTAL	$ 193,844.00
BODY	$0.00
FET	N/A
Sales Tax	N/A
total	193,844.00

7711 Fortuna Rd. NW, Albuquerque, NM, 87121

INLAND

BUYERS ORDER & PURCHASE AGREEMENT

INLAND KENWORTH (US) INC.
7711 Fortuna Rd NW
Albuquerque, NM 87121
Phone : (505) 884-0300 Fax: (505) 881-0824

DATE:	7/23/2026	**BUYER'S NAME:**	City of Santa Fe - Solid Waste Management
ADDRESS:	PO Box 909	**PHONE:**	(505) 955-2241
CITY:	Santa Fe	**STATE:**	NM
ZIP:	87504-0909		

QUANTITY:	1	**NEW:**	New	**COLOR:**		**DESCRIPTION:**	
YEAR:	2027	**MAKE:**	Kenworth	**MODEL:**	L770	15 yard single axle side loader	
SERIAL # (s):	TBD						
STOCK # (s):	TBD						

QUANTITY:	1	**NEW:**	New	**COLOR:**		**DESCRIPTION:**	
YEAR:	2027	**MAKE:**	Kenworth	**MODEL:**	L770	15 yard single axle side loader	
SERIAL # (s):	TBD						
STOCK # (s):	TBD						

SALESPERSON: Anthony Dibenedetti

Price / Unit	**Qty**	Purchase
$193,844.00	2	Total
FET		$387,688.00
Documentation		$0.00
Taxable Amount *(above less FET + Trade) $901,672.00*		$0.00
Sales Tax		
Ext. Warranty		$0.00
Administration		$0.00
License & Title		$0.00
Insurance Waiver		$0.00
Tire Disposal Fee		$0.00
Out of State Delivery		$0.00
Total		**$387,688.00**
Cash Deposit		$0.00
Trade Equity		$0.00
Amount Financed		$0.00
Cash on Delivery		$0.00

BUYER HEREBY SUBMITS THE ABOVE ORDER WHICH SHALL CONSTITUTE BUYER'S OFFER TO PURCHASE THE VEHICLE(S), CHASSIS OR ACCESSORY (IES) (INDIVIDUALLY AND TOGETHER , THE "VEHICLE") AS IDENTIFIED ABOVE FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE ORDER AND THIS AGREEMENT (TOGETHER, THE "AGREEMENT"), WHICH INCLUDES THE ABOVE ORDER AND THE ADDITIONAL TERMS AND CONDITIONS AND ANY ADDENDUM, WHICH BUYER REPRESENTS IT HAS REVIEWED AND UNDERSTANDS.

AGREED BY PURCHASER

Signature	Title	Date

SELLER HEREBY ACCEPTS BUYER'S OFFER AND AGREES TO SELL TO BUYER THE IDENTIFIED VEHICLE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY SELLER

Signature	Title	Date

THANK YOU FOR YOUR BUSINESS!

CES BLUE BOOK

Inland Kenworth US, Inc. - 2024-24-C121-ALL

Overview
Inland Kenworth US, Inc.

Contract Source
CES

Contract Type
Price Agreements

Contract Number
2024-24

Category/Subcategory
Fleet and Related
- Automotive Equipment and Supplies
- Automotive Parts and Tires
- Electric Vehicles
- Heavy Duty Trucks
- Hybrid Vehicles

Description
Complete line of Class 3 to Class 8 medium to heavy duty trucks; various types of truck bodies; parts and accessories; maintenance and repair services; public safety upfitting services; and warranty service; etc.

Contracting Officer
Joe Valencia

Initiation Date
5/22/2024

Expiration Date
5/21/2028

Multi Year Award
No

No information to display

Cooperative Educational Services
CES

Contract Award Letter

May 22, 2024

Inland Kenworth US, Inc.
7711 Fortuna Rd. NW
Albuquerque, NM 87121

RFP NUMBER: 2024-24
RFP DESCRIPTION: Medium & Heavy-Duty Trucks
CONTRACT NUMBER: 2024-24-C121-ALL
Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

Dear Procurement Partner

Cooperative Educational Services (CES) thanks you for responding to our 2024-24 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

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

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

Sincerely yours,

Cooperative Educational Services

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

RFP NUMBER: 2024-24
RFP DESCRIPTION: Medium & Heavy-Duty Trucks
CONTRACT NUMBER: 2024-24-C121-ALL
Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this 22nd day of May 2024, to Inland Kenworth US, Inc., with its principal office located at 7711 Fortuna Rd. NW, Albuquerque, NM 87121, pursuant to the above referenced CES conducted Request for Proposal ("RFP") or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

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

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

CONTRACT TERMS

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

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

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

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

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

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

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

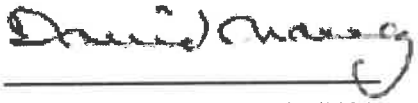
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or a Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder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

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

The Recitals are incorporated herein as contract terms.

Agreed effective the above date.

Cooperative Educational Services



Electronically Signed on 05/22/2024

Executive Director

Date: 05/22/2024

Inland Kenworth US, Inc.

Anthony DiBenedetti

Electronically Signed on 05/22/2024

Truck Sales

GENERAL SCOPE OF WORK AND SPECIFICATIONS

PART I INTRODUCTION

A. GENERAL

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

In order to assist CES Members or Participating Entities which consist of over 440 educational and governmental entities in New Mexico, CES is seeking proposals from Offeror(s) who have the experience and can provide Class 3 to Class 8 medium to heavy duty trucks; various types of truck bodies; parts and accessories; maintenance and repair services; public safety upfitting services; and warranty service; etc. **Class 1 and Class 2 trucks cannot be offered under this RFP.**

CES is looking for interested Offeror(s) that are licensed in the State of New Mexico that can provide the following options to CES Members and Participating to purchase vehicles. The options are:

1. Fleet purchase option.
2. Off the lot purchase option.
3. Used Vehicle purchase option.
4. Equipment, supplies and related services.

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

B. NOTICE

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

This is an open-ended RFP. At the discretion of CES, the RFP may remain open for accepting additional proposals after a source award or multiple source awards are made to allow CES to make additional source awards if CES determines in accordance with ¶13-1-154 NMSA 1978 that such additional awards are necessary to fully meet CES member or participating entity service or economy needs identified by CES prior to a source award(s) or identified after a source award(s) is made.

Any new Offeror may not have access to any RFP documents submitted by another Offeror or to documents involved in the rating or ranking process of Offerors, as this would negate the open and fair competition process. Offerors that submitted a proposal for this RFP event and did not receive a recommendation for award may not submit a new proposal for the same RFP event. New proposals will be evaluated as prescribed in the original RFP and evaluated against all other RFP proposals. Any new source awards will be aligned with the contract end date of the original source awards. CES reserves the right to terminate the opportunity for submittal of additional offers at any time prior to the original contract award expiration date.

C. DEFINITIONS

Alternative Fuels:

1. Liquefied petroleum gas
2. Natural gas
3. Hydrogen
4. A blend of hydrogen with liquefied petroleum or natural gas
5. An emulsion of water-phased hydrocarbon fuel that contains not less than 20% water by volume and that complies with any of the following:
   a. Is used in an engine that is certified to meet at a minimum the United States Environmental Protection Agency low emission vehicle standard pursuant to 40 Code of Federal Regulations Section 88.104-94 or 88.105-94.
   b. Is used in an engine that is certified by the engine modifier to meet the addendum to memorandum 1-A of the United States Environmental Protection Agency.
   c. Is used in an engine that is the subject of a waiver for that specific engine application from the United States Environmental Protection Agency's memorandum 1-A addendum requirements and that waiver is documented to the reasonable satisfaction of the Department of Commerce Energy Office.
6. Alcohol fuels that contain not less than 85% alcohol by volume
7. Electricity
8. Solar energy
9. A combination of at least 70% alternative fuel and no more than 30% petroleum-based fuel and that operates in an engine that meets the United States Environmental Protection Agency (EPA) low emission vehicle standard pursuant to 40 Code of Federal Regulations Section 88.104-94 or 88.105-94 and is certified by the engine manufacturer to consume at least 70% alternative fuel during normal vehicle operations.

CDL: Commercial Driver's License
Class: GVWR class ratings. "Medium Class" trucks are: Class 3: 10001-14000#; Class 4: 14001-16000#; Class 5: 16001-19500#; Class 6: 19501-26000#. "Heavy" class trucks are: Class 7: 26001-33000#; Class 8: over 33000#.
Conventional Cab: A cab/engine design with a full front section and hood, where the engine and front axle are positioned in front of the cab.
Dealer Prep: An amount or fee that the dealer charges to receive and prepare the purchase vehicle for delivery to the customer.
EPA: Environmental Protection Agency
Factory Invoice: The actual invoice the manufacturer sends to the dealer for the vehicle.
FMCSR: Federal Motor Carrier Safety Administration
FMVSS: Federal Motor Vehicle Safety Standards
GVWR: Gross Vehicle Weight Rating; the maximum allowable weight of the fully loaded vehicle, per manufacturer, including liquids, passengers, cargo, and the tongue weight of any towed vehicle.

Hybrid Electric Vehicles: HEVs are primarily propelled by an internal combustion engine, just like conventional vehicles. However, they also convert energy normally wasted during coasting and braking into electricity, which is stored in a battery until needed by the electric motor. The electric motor assists the engine when accelerating or hill climbing and at low speeds where internal combustion engines are least efficient. Unlike all-electric vehicles, HEVs do not need to be plugged into an external source of electricity to be recharged; conventional gasoline and regenerative braking provide all the energy the vehicle needs.
Insurance Institute for Highway Safety (IIHS): Tests new models by crashing them into an energy-absorbing, deformable barrier at 40 mph.
Low Cab Forward: A truck design with a truncated front section and no hood, where engine and front axle are positioned under or partially under, the cab.
Manufacturer's Suggested Retail Price (MSRP): The retail price of the new motor vehicle suggested by the manufacturer, including the retail delivered price for each accessory or item of optional equipment physically attached to the new motor vehicle at the time of delivery to the new motor vehicle dealer that is not included in the retail price suggested by the manufacturer for the new motor vehicle.
National Highway Traffic Safety Administration (NHTSA): A federal agency that regulates safety features of vehicles and that crash tests new cars for front impact into a flat, rigid barrier at 35 mph, and side impact with the test car traveling 17 mph being hit broadside by another car traveling 34 mph.
NMDOT: New Mexico Department of Transportation
NMMVD: New Mexico Motor Vehicle Department
OEM: The original equipment manufacturer
Wholesale Price: The cost of the vehicle to the dealer minus the holdback, any factory incentives and rebates.
49CFR393: Parts and Accessories Necessary for Safe Operation
49CFR571: Federal Motor Vehicle Safety Standards

PART II SCOPE OF WORK AND SPECIFICATIONS

CES is seeking proposals from Offeror(s) who have the experience and can offer a complete product line of vehicles that can be configured and equipped to meet individual CES Members or Participating Entities' needs.

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

A. GENERAL REQUIREMENTS

1. The Offeror must be licensed in the State of New Mexico to sell vehicles.
2. All vehicles shall be new and untitled.
3. **No school bus or Class 1 to Class 2 vehicles can be offered as a response to this RFP.**
4. The Offeror will demonstrate that its facility(s) possesses the resources to supply and support the vehicles offered under this solicitation.
5. All billings and invoices must identify the CES purchase order number, complete description of vehicle with all associated options being billed, and include the name of the vehicle, model number and vehicle identification number.

6. The contractor shall include a copy of any manufacturers' order guide with this proposal. Upon request, the dealer will provide a copy of the order guide to any CES Member or Participating Entity wishing to purchase a vehicle.
7. The prices for all vehicles shall be F.O.B. the Offeror's dealership, or any location within 100 miles of the dealership. If any additional cost to deliver a vehicle is required beyond 100 miles from the dealership, that cost must be identified on a price page. If no delivery costs are identified, the dealer will deliver the car to any CES Member or Participating Entity location at no additional charge.
8. The Offeror will furnish a complete set of specifications for all trucks offered that include all weights, heights, widths, van and body materials and other information to assist in the evaluation process.
9. It shall be the responsibility of the Offeror to assure that all recall notices and other technical service bulletins or notifications from the factory are sent directly to the CES Member or Participating Entity in a timely manner.
10. All standard equipment as identified in the manufacturer's literature, data books, and fleet buyer's guides shall be furnished without additional cost on regular production vehicles.
11. All optional equipment and accessories shall be original equipment from the vehicle manufacturer, or third party authorized by the vehicle manufacturer and installed at the factory or by the dealer.
12. Any dealer provided option must be priced separately and may only be included if specifically ordered by the CES Member or Participating Entity. Under no conditions may a CES Member or Participating Entity be charged additional costs for items such as ADP (Added Dealer Profit), additional rust proofing, pinstripes, upholstery preservative, undercoating (or similar dealer packs), conveyance or document fees, or advertising surcharges.

B. EMISSION STANDARDS

Light duty vehicles and trucks are to meet the most current emission standards. Used vehicle to meet 2010 emission standards. If the Federal Emission standards change during the term of the contract, then the Offeror must provide vehicles that meet the latest federal emission standards.

C. DELIVERY

1. All vehicles will be ready for immediate use upon delivery.
2. No additional cost for fuel will be added to the final invoice.
3. All vehicles ordered must be delivered within 5 days of the quotes delivery date, which has been accepted by a CES Member or Participating Entity. If a vehicle is delayed beyond the original quoted date, or if the delayed delivery is beyond the fiscal year (ending June 30th), CES with the agency approval, reserves the right to cancel the purchase order and the member agency will be under no obligation to select a different vehicle if the vendor is unable to deliver on time.
4. In the case of a delay, the CES Member or Participating Entity needs to be notified within five (5) business days of notice from the manufacturer to Offeror. The CES Member or Participating Entity will notify CES and the Offeror within seven (7) business days whether to proceed or cancel the order. CES, CES Member or Participating Entity will be under no obligation to select a different vehicle if the order is cancelled or to select a different vehicle if the contractor is unable to deliver on time.

5. All deliveries will be made Monday through Friday during normal business hours. Vendor will contact the CES Member or Participating Entity 72 hours prior to delivery to schedule a delivery time, location and date.
6. All vehicles shall be equipped with two (2) full sets of keys to include and special purpose keys or keyless remotes (security systems, locks, storage compartments, lights, etc.) at the time of delivery.
7. Offeror will provide owners with two (2) complete sets of operations and parts manuals and one (1) operational and parts manual in electronic format on CD-R, CD-RW, DVD-R or DVD-RW. If safety videos and handbooks are available, two (2) sets will be provided to the member at no cost on CD-R, CD-RW, DVD-R or DVD-RW.
8. Manufacturer's Certificate of Origin (MCO) or Manufacturer's Statement of Origin (MSO) needs to be provided to CES Member or Participating Entity after the Offeror receives payment from CES. All documents must show the legal name of the CES Member or Participating Entity.
9. All standard and optional equipment installed, fully assembled and serviced per manufacturers' specifications.

D. PRE-DELIVERY SERVICES

1. Each unit shall be DOT inspected and include the appropriate documentation and decal. In addition, each unit shall be equipped with the required fire extinguisher and reflective triangle kit.
   a. Complete lubrication
   b. Checking of all fluid levels to ensure that they are filled to manufacturers' specifications.
   c. At time of delivery the fuel tank must be at least one-fourth (1/4) full as indicated on the fuel gauge. If dual fuel tanks are present, the vehicle must have at least one-fourth (1/4) tank in each tank. For diesel engines that use, Selective Catalytic Reduction (SCR) technology, a minimum of one-half (1/2) of a tank of diesel exhausts fluid when delivered to CES Member's or Participating Entities location or picked up by CES Member or Participating Entity. No additional cost for fuel shall be added to the final invoice.
   d. Electrically powered vehicles will have all batteries fully charged.
   e. All tires, including the spare, inflated to manufactures' specifications.
   f. Wheels properly aligned to manufactures' specifications.
   g. All vehicle mechanical, electrical and electronic operations are operating to manufacturers' specifications.
   h. Inside and outside clean with all unnecessary tags, stickers and markings removed.
   i. No decals or markings of any type pertaining to advertisements other than the manufacturer's name or model designation normally installed by the factory will be attached to the vehicle.
   j. Vehicles will need to be checked for any appearance defects and fixed before delivery to CES Member or Participating Entity.

E. VEHICLE INSPECTION

1. Prior to acceptance by the ordering agency, each vehicle shall be subject to a complete inspection by the CES Member or Participating Entity.
2. Inspection shall include, but not necessarily be limited to, conformity to the specifications, mechanical integrity, quality or workmanship and materials, and appearance defects.

3. If a vehicle is returned to the contractor prior to acceptance, corrections shall be made within seven (7) calendar days or time as mutually agreed to by the CES Member or Participating Entity and contractor. Upon delivery of a corrected vehicle, the normal inspection time will start fresh. All corrections shall be made without any inconvenience to CES Member or Participating Entity.

F. WARRANTY

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

G. EXTENDED WARRANTY OPTIONS

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

H. ORDERING AND BILLING

1. Fleet purchases will enable the CES Member or Participating Entity to order options as needed.
2. Trucks offered may have many options, provided by the manufacturer and authorized third party manufacturers, body builders or dealers.
3. All optional equipment and accessories to be original equipment from the manufacturer or provided by manufacturer approved aftermarket suppliers and installed by a factory qualified certified technician.
4. Except as restricted by the manufacturer in a fleet purchase, all factory incentives and rebates will be passed to the CES Member or Participating Entity. All participating dealer rebates, year-end rebates, and other discounts offered to the general buying public will be available to the CES Member or Participating Entity.
5. All dealers must identify the dealer holdback offered by the manufacturer as a percentage of the base invoice, the base MSRP, total MSRP, or other basis.

I. SAFETY

1. The Offeror will provide, at no charge to the Member/Participating Entity, MSDS information providing asbestos content of friction materials (brake pads, brake shoes, clutch discs, etc.), upon request.
2. Truck shall comply for FMVSS 208 Occupant Crash Protection
3. All vehicles offered shall comply with most current FMVSS standards.

J. WARRANTY MINIMUM REQUIREMENTS:

a. Class 3-7 Medium Duty Trucks
   a. Base vehicle - 2 years unlimited mileage
   b. Engine - 3 years unlimited mileage
   c. Transmission either manual or automatic – 2 years unlimited mileage
   d. Steering and drive axles – 2 years unlimited mileage
   e. Frame, Frame Rails and Crossmembers – 5 years unlimited mileage
   f. Cab Structure – 5 years unlimited mileage
   g. Full parts and labor on warrantable failures
   h. Travel or towing when an engine or transmission is disabled by a warrantable failure or further operation would cause damage – 3-year unlimited mileage
   i. Consumables not reusable due to covered failure
   j. No deductible

b. Class 8 Heavy Duty Trucks
   a. Base vehicle - 2 years unlimited mileage
   b. Engine - 2 years unlimited mileage
   c. Transmission either manual or automatic – 2 years unlimited mileage
   d. Steering and drive axles – 2 years unlimited mileage
   e. Frame, Frame Rails and Crossmembers – 5 years unlimited mileage
   f. Cab Structure – 5 years unlimited mileage
   g. Full parts and labor on warrantable failures
   h. Travel or towing when an engine or transmission is disabled by a warrantable failure or further operation would cause damage - 2-year unlimited mileage
   i. Consumables not reusable due to covered failure
   j. No deductible

c. OEM parts
   a. 12 months unlimited mileage

d. Bodies
   a. 12 months unlimited mileage
   b. Full parts and labor on warrantable failures
   c. No deductibles

e. Extended Warranty Options
   a. Offeror is encouraged to offer extended warranties for all major mechanical, electrical and electronic components to cover the member after the standard warranty has expired.
   b. To cover parts, labor, and towing.
   c. To include maintenance service plans.
   d. The terms, conditions, stipulation, exceptions, limitations and warranty periods will be clearly identified.
   e. Minimum period of 2 years after the standard warranty period.
   f. Warranty and all terms, conditions, stipulation and warranty periods will be clearly identified to the member.
   g. All warranty periods will begin when the vehicle is accepted by the Member/Participating Entity.

K. New Mexico requires that 25% vehicles purchased by public agencies operate or have the option to operate on alternative fuel. The Offeror is encouraged to offer alternative fuel vehicles to meet state and federal air standards.

1. The Offeror will submit the most up-to-date set of manufacturer specifications for any alternative fueled vehicle offered.
2. Bi-fuel vehicles must have upgraded intake valve seats or other modifications that promote engine life with hotter burning natural gas.
3. Offeror of electric vehicles will provide infrastructure information (charging locations) and informational assistance to members in establishing a local charging station.
4. Alternative fueled vehicles may operate on liquefied petroleum gas, natural gas, hydrogen, a blend of hydrogen with liquefied petroleum or natural gas, an emulsion of water-phased hydrocarbon fuel that contains not less than 20% water by volume, alcohol fuels that contain not less than 85% alcohol by volume, electricity, solar energy, a combination of at least 70% alternative fuel and no more than 30% petroleum-based fuel. As new technology introduces other alternative fuels, these vehicles can be added to the contract if they can be licensed to operate in New Mexico.
5. For alternative fueled vehicles, the Offeror shall provide list of locations where fuel can be procured.

L. CAB AND CHASSIS VEHICLES

1. The production vehicle shall be a current Model Year.
2. The Offeror is encouraged to propose a full line of chassis and cab, conventional and low cab forward. Complete specifications for models proposed must be included in the proposal package with prices.
3. Engines may be gas or diesel.
4. Chassis shall be heavy duty and the as-built, fully loaded Gross Vehicle Weight cannot exceed the Original Equipment Manufacturers (OEM) GVWR.
5. Engine shall meet current Federal Emission standards for diesel, gas and alternative fueled trucks.
6. The front and rear springs shall have a ground load rating equal to or exceeding the GVWR of the vehicle.
7. The fuel system shall meet the minimum requirements FMVSS be supplied by the OEM. Any chassis fuel system modifications shall be fully compliant with FMVSS and Federal Emission Standards.

M. TRANSMISSION

1. The transmission shall be heavy-duty OEM installed.
2. Manual transmissions with five (5) or more speeds can be offered.
3. Automatic transmissions with four (4), five (5), six (6) speeds or more speeds can be offered.
4. Transmission auxiliary cool is to be offered.
5. Four-wheel or all-wheel drive vehicles may be offered.

N. ENGINES

1. Diesel and gas engines offered must be of the latest design, fuel efficient and meet or exceed the most current federal, state and local emissions standards.
2. Diesel engines that use biodiesel must conform to the specifications of ASTM 6751, Biodiesel Standard.
3. For diesel engines that use Selective Catalytic Reduction (SCR) technology. Various tank sizes need to be offered.
4. Diesel engines must be able to operate us at minimum B-5 biodiesel fuel. Manufactures are encouraged to provide vehicles that can operate with B-20 biodiesel fuel.

5. CNG, LNG, LP and Hybrid Electric power plants can be offered as options.
6. Engine and emission systems to be tuned to proper operating condition and operating per manufactures' specifications.
7. All water-cooled vehicles will have antifreeze protection to -35°F or to meet regional delivered levels.
8. Various sizes and types of single and dual-fuel tanks should be available depending on the fuel type and vehicle configuration ordered and must meet or exceed federal standards.

O. ALTERNATIVE FUEL VEHICLES

1. The Offeror is encouraged to offer alternative fuel vehicles to meet state and federal air standards.
2. For electric vehicles, the Offeror shall provide charging information and equipment.
3. Alternative fueled vehicles may operate on liquefied petroleum gas, natural gas, hydrogen, a blend of hydrogen with liquefied petroleum or natural gas, or bio diesel. As new technology introduces for other alternative fuels, these vehicles can be added to the contract if they can be licensed to operate in New Mexico.

P. BODIES AND UTILITY BED OPTIONS

1. The Offeror is encouraged to propose a full line of bodies for various member operations.
2. May include, but not be limited to: Stake beds, dump beds, lift beds, lift gates, water tanks, component body beds, service bodies, haulers, emergency service bodies (including police, fire, etc.), refuse disposal, roll-off, hazardous material (HazMat) related service beds/hauling, mounted cranes or booms, refrigerated box, box, or Member designed bed option.
3. Third-party equipment is permitted, and factory or dealer installed is preferred.
4. Bodies or utility beds offered may be hydraulically, mechanically, and/or electrically operated, powered by the vehicle's electrical supply, a power-take-off (PTO), independent or separate power source. PTO's shall be installed in accordance with vehicle manufacturer's recommendations.
5. In the event the factory installed vehicle electrical system requires modifications/upgrades to provide power to the optional utility bed, installing dealer shall ensure modifications/upgrades will be in accordance with the vehicle manufacturer's specifications, and not void the manufacturer's warranty.
6. Must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange as per chassis manufacturer design specifications.
7. Shall not exceed the manufacturer's vehicle load recommendations or the gross vehicle weight rating (GVWR). The factory-installed vehicle braking system shall meet or exceed the US Department of Transportation (USDOT) and New Mexico Department of Transportation (NMDOT) stopping requirements for the total vehicle GVWR.
8. All options provided shall comply with USDOT and NMDOT requirements for width, height, weight, lighting, safety, and other requirements for operation on city, and county roads, and state and federal highways. Vendor agrees to consult and provide CES Members or Participating Entities requirements and specifications for CES Members or Participating Entities designed bed options to comply with USDOT and NMDOT requirements.
9. Dealer shall supply to the CES Members or Participating Entities any USDOT and/or NMDOT certificates stating compliance for the vehicle, and/or utility bed installed on the vehicle, if applicable and/or required for registration and use on highways.

10. Upon request by the CES Members or Participating Entities prior to vehicle delivery, the dealer will assist CES Members or Participating Entities in obtaining or provide service to obtain any required vehicle inspections. Vehicle shall pass all required inspections prior to passing of vehicle title to Member/Participating Entity.

Q. BRAKES

1. Brakes should include, but not limited to, standard four-wheel hydraulic disc, air, antilock systems, engine and compression brake systems that are appropriate for the size of the vehicle.
2. Braking systems offered on vehicles offered shall comply with the minimum stopping distances as stated in USDOT, 49 CFR Part 571 Federal Motor Vehicle Safety Standards.
3. Air braking systems offered shall comply with USDOT, 49 CFR Part 571 Federal Motor Vehicle Safety Standards: Air Brake Systems.
4. Engine brakes may be offered as a vehicle braking option.

R. STEERING

1. OEM Power steering is required for all vehicles offered.
2. Steering shall incorporate an OEM factory installed tilt wheel and cruise control.

S. INSTRUMENTAL PANEL

1. The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly visible to the driver. Chassis OEM gauges shall be used in the driver's instrument cluster. If OEM gauges are not available, then gauges of equality quality can be used. Lights in lieu of the listed gauges will not be acceptable.

T. BACK-UP WARNING DEVICE

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

U. TWO-WAY RADIO AND ANTENNA PRE-WIRE

1. A two-way radio 12-volt DC supply, ground harness and cable conduit shall be installed in the driver's area.
2. Provide noise suppression due to alternator, lighting, engine or other source.

V. MIRRORS

1. The truck shall be equipped with a corrosion-resistant, outside rearview mirror on each side of the truck. The mirrors shall permit the operator to view the highway along both sides of the truck, including the rear wheels. The mirrors are to be designed in such a way that allows for firm attached to the truck to prevent vibration and loss of adjustment, but not losing the folding feature.

W. SUN VISOR

1. Windshield sun visor system shall be standard OEM chassis visor(s). Visors shall be shaped to minimize light leakage between the visor and windshield pillars. Visors shall store out of the way and shall not obstruct airflow from the climate control system or interfere with other equipment. Deployment of the visors shall not restrict vision of the rearview mirrors. Visor adjustments shall be made easily by hand. Sun visor construction and materials shall be strong enough to resist breakage during adjustments.

X. BUMPERS

1. The front bumpers shall be OEM standard design.

Y. EXHAUST

1. The exhaust system shall be OEM standard design properly installed with heat shields, baffles and vibration mounts as required.

Z. WHEELS AND TIRES

1. Tires will be as provided by the OEM or dealer and designed to meet or exceed the GVWR of the vehicle.
2. All tires shall be of the same brand and sized matched for the vehicle.
3. Vehicle wheels shall be sized according to OEM chassis specifications.
4. Steel or brass valve stems shall be used on all wheels with elbow extensions on the inside rear dual for access.
5. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle.

AA. MUD FLAPS

1. The vehicle shall have commercial grade anti-sail mud flaps behind the front and rears wheels.
2. Will not have any visible imprinted logo or advertising.
3. Splash guards will be installed on all trucks and will be attached in a manner that prevents the splashing of mud or water on the windshield of other motor vehicles.
4. Extend to a length of not more than eight inches (8") from the ground, be wide enough to cover the full tread or treads of the tires being protected.
5. Be installed close enough to the tread surface of the tire or wheel to control the side throw of the bulk of the thrown road surface material.
6. Be attached in a manner that, regardless of movement either in the splash guards or the vehicle, the splash guards retain their general parallel relationship to the tread surface of the tire or wheel under all ordinary operating conditions.

BB. BATTERIES

1. To be provided per the design specification of the vehicle manufacturer to handle the requirements for the chassis, body and all accessories.
2. Battery cables installed shall be a continuous run and sized to match the electrical system's maximum current draw. Battery cables shall be color-coded and supported with rubber or plastic-coated clamps.

3. Batteries need to have a mechanism to securely hold down the battery to the battery tray.

CC. ALTERNATOR

A. OEM supplied of the highest rating available to handle the chassis, body and any accessories added by the manufacturer, dealer or body supplier.

DD. BODY

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

EE. EXTERIOR LIGHTING

1. All lights for taillights, brake light, turn signal, back-up, collision avoidance lights and clearance marker lights shall be Light Emitting Diode (LED).
2. Daytime running lights can be offered if not a standard feature offered by the manufacturer.

FF. DRIVERS AREA

1. The driver's area shall consist of an ergonomically designed molded dash console, located conveniently to the driver's seated position and in full view of the driver.
2. Equipped with door pockets, full-width dual sun visors with elastic storage straps, wired for radio, area to mount a radio, storage area for logbook, column-mounted turn signals with flash-to-pass function.
3. All interior rearview mirrors will be day/night adjustable.
4. All vehicles will have dual windshield wipers with washers and left and right side outside mirrors. All truck mirrors will be heavy-duty, top of the line systems and meet federal and state size requirements.
5. Interiors must offer a choice between long-lasting vocational units equipped for hard and messy work and more deluxe interiors and seating.
6. All switches are to be properly labeled and illuminated.
7. Door activated dome lights are to be provided.
8. Tinted glass will comply with New Mexico state law at the time of order.

GG. SEATING

1. Various options and configuration need to be offered for driver and passenger seating with adjustable lumbar support.
2. All vehicles must have factory-installed seat belts. When possible, safety-belt pre-tensioners will be installed.

HH. PAINT AND TRIM

1. The color shall be standard colors offered from the OEM manufacturer. Custom paint colors can be Offeror as an option.
2. All exterior surfaces shall be smooth and free of wrinkles and dents.
3. Exterior surfaces to be painted shall be properly prepared as required by the paint system supplier.
4. Drilled holes and cutouts in exterior surfaces shall be made prior to cleaning, priming and painting to prevent corrosion.

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

II. SAFETY EQUIPMENT

1. Shall at the minimum comply with FMCSR 393.95.

JJ. UNDERCOATING

1. Per OEM manufacturer's specifications.

KK. HEATING AND AIR CONDITIONING

1. Per OEM manufacturer's specifications.

LL. LICENSE PLATES

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

MM. OPTIONAL EQUIPMENT AND FEATURES

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

NN. USED VEHICLES

1. Used vehicles may be offered under solicitation. Pricing shall be based upon Dealer acquisition price + cost to comply to Federal and NMDOT safety standards + vehicle service +transportation + dealer markup not to exceed a maximum of XX.XX% to arrive at Selling Price
2. According to the requirements for 13-1-155 A NMSA 1978, any used item of "… tangible personal property the estimated cost of which exceeds five thousand dollars ($5,000), …" requires at a minimum "… a written warranty for at least ninety days after date of delivery and an independent "certificate of working order" by a qualified mechanic or appraiser."

OO. REPLACEMENT PARTS

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

PP. Biodiesel and Alternative Fuel Systems Retrofit

1. Biodiesel and alternative fuel system kits and installations may be offered.
2. Biodiesel and alternative fuel system kits shall be installed in accordance with the kit manufacturer's instructions.
3. Biodiesel and alternative fuel systems shall not void vehicle manufacturer's engine or emission warranties.
4. All installed biodiesel or alternative fuel systems shall be warranted against defects and installation.

QQ. MEDIUM AND HEAVY-DUTY TRUCK REPAIR AND RELATED SPARE PARTS

1. Vendors may offer medium/heavy-duty truck parts, tires, and accessories. Service-related equipment (mechanics tool sets, jacks, equipment lifts, shop tools, etc.) will not be allowed under an awarded contract. However, specialty and/or proprietary tools or equipment directly related to a specific vehicle or optional utility bed and required for proper service, maintenance and operation of the specific vehicle, shall be allowed.
2. Safety equipment shall include, but not be limited to: first aid kits, daytime running lights, fire extinguishers, mirrors, strobe lights, and triangle kits. Servicing of safety equipment is requested.
3. Undercarriage and suspension parts shall include, but not be limited to; air bags, chassis springs, drag links, kingpin kits, power steering filters, shock absorbers, steering gear pumps and gears, and tie rod ends.
4. In vehicle monitoring systems and GPS tracking systems can be offered.
5. Brake and wheel end parts shall include, but not be limited to: air compressors and dryers, caliper kits, chambers, diaphragms, drums, master cylinders, brake pads and shoes, tube and tubeless rims, side and lock rims, rotors, wheel bearings, seals, discs, and spacers, slack adjusters, and steel brake tubing.
6. Electrical parts shall include, but not be limited to: alternators, auxiliary heaters, batteries, battery cables, heaters, and terminals, block heaters, circuit breakers, heater motors, horns, wire connectors, jumper cables, dome, security, marker, fog, and head lights, and various switches.
7. Exhaust parts shall include, but not be limited to: brackets, clamps, pipes and tubing.
8. Engine maintenance parts shall include, but not be limited to: charge air coolers, engine components, fans, filters, overhaul kits, radiators, thermostats, water pumps and other applicable maintenance parts.
9. Transmission, clutch and axle parts shall include, but not be limited to: center bearings, clutches, flywheels, manual and automatic transmissions, U-joints, yokes and repair kits.
10. Hood and cowl parts shall include, but not be limited to: big screens, fuel caps, hoods, instrument and panel gauges, and wiper blades.
11. Lubricants and chemicals shall include, but not be limited to: absorbents, antifreeze, brake and power steering fluids, cooling additives, fiberglass body filler, oil and grease, shop chemicals, paints, waxes, polishers, and cleaners, windshield washer fluids, and hand cleaners.

12. New tires offered shall be from known brands such as: Bridgestone, Firestone, Goodyear, Kelly, Michelin, Toyo, Yokohama, or equal. Bias Ply and Radial tires may be offered. Tires requiring tubes shall be installed with new tire tubes and flaps. New valve stems shall be installed on new tubeless tires. Used tires are not allowed. Retreaded tires that meet Federal requirement can be offered.
13. Remanufactured, recapped, or retread tires may be offered from known brands/manufacturers such as: Bandag, Chicago Tire Inc., Wilson Tire Company, or equal.

RR. SERVICES

1. Repair, maintenance and warranty repair services may be offered. Body repair services are requested. Specialty repairs may be performed by an authorized sublet repair facility.
2. Contract vendor offering warranty and/or out-of-warranty repair service under an awarded contract shall have only ASE-Certified Master Truck Equipment Technicians, or at a minimum technician with prior medium-heavy duty truck/bus experience in air brake systems, steering and suspension, to repair vehicles.
3. Warranty repairs shall only be performed by manufacturer authorized repair facilities for vehicles and/or optional installed equipment.
4. Tire repair and maintenance services may include, but not be limited to: balancing, re-grooving, rotating, patching, tube replacement, wheel stud replacement, etc.

SS. TRAINING

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

TT. PUBLICATIONS AND PRINTED MATERIALS

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

UU. ADDITIONS TO THE SCOPE OF WORK

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

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

ATTACHMENT B
TO
ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

PRICING

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

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

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

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

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

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

such requests.

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

COST PROPOSAL

Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

Inland Kenworth US, Inc.

Medium & Heavy-Duty Trucks

2024-24

Product Name	Product Description	Unit Of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Cab and Chassis Class 3 - GVRW of 10,00114,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Cab and Chassis Class 4 - GVRW of 14,00116,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Cab and Chassis Class 5 - GVRW of 16,00119,500 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Cab and Chassis Class 6 - GVRW of 19,50126,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Cab and Chassis Class 7 - GVRW of 26,00133,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Cab and Chassis Class 8 - GVRW of 33,001 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Dump Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Front Loaders Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Rear Loaders Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Side Loaders Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Roll-Off Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Low Cab Forward Box Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Grapple Truck Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Bodies	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Utility Beds	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Optional equipment	Percent of Discount off Printed/Published Price Sheets	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Hourly Rates for Installation of Accessories and Equipment	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Hourly Rates for Paint and Body Services	Hourly Rate	cost	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242
Hourly Service Rates for Maintenance and Repairs	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
DOT Inspections	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Training for Drivers	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Training for Maintenance Personnel	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Replacement Parts, Materials and Supplies	Percent of Discount off Printed/Published Price Sheets	Percent	6 %	6 %	6 %	6 %	6 %	6 %	6 %	6 %	6 %
Maintenance Service Plans	Percent of Discount off Printed/Published Price Sheets	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %

Product Name	Product Description	Unit Of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Extended Warranty	Percent of Discount off Printed/Published Price Sheets	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Vehicle Delivery Cost	Cost per mile from Dealer to CES Member	cost	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2
Emergency Road Side Service	Hourly Rate	cost	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250
Emergency Road Side Service	Cost per mile	cost	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3
Used Vehicle Purchase Options - Wholesale Blue Book Option	Dealer discount not to exceed a maximum of XX.XX%	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Used Vehicle Trade-in or Purchase Option	Dealer markup not to exceed a maximum of XX.XX%	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Offeror's Support for CES Pricing	Offerors Support for CES Pricing, Percent of difference between CES price and individual entity price from Form "Offeror Support for CES" that was uploaded to Response Format under Mandatory Response Section - General Response.	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Alternative Costing O/P	Alternative Methods of Costing - Specialized/Custom- percent of overhead/markup and profit added to cost	Percent	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %
Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %



PB L770 (F770)
1700 Woodbrook St
Denton, Texas 76205

Stock

Annamarie Kirkpatrick
Cell Phone:
Office Phone: 940-591-4000
Email: A.Kirkpatrick@paccar.com

Stock Order

Vehicle Summary

Unit

Model:	L770
Type:	Full Truck
Description 1:	Q743 RH L9N
Description 2:	Inland

Application

Intended Serv.:	Refuse/Landfill
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Automated Side Loader
Length (ft):	20
Height (ft):	13.5
Max Laden Weight (lbs):	20000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	46000
G.V.W.R. (lbs):	66000
G.C.W. (lbs):	72000
Road Conditions:	
Class A (Highway)	94
Class B (Hwy/Mtn)	6
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	221
Overhang (in):	75
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	220.9
Cab to EOF (in):	295.9
Overall Comb. Length (in):	353.3

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

100% Complete

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model L770** Peterbilt's Model L770 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	232,861	16,475
0091180	S	**Refuse, Scrap, Recycling**	0	0
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	0
0095120	O	**Automated Side Loader**	0	0
0098170	S	**United States Registry** Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200631	U	**Kenworth Model L770**	0	0
0200670	O	**Agility Natural Gas Fuel System** Assembler - Fontana, CA	0	0
Frame & Equipment				
0514170	O	**10-3/4" Steel Rails 343-450"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	1,207	251
0601500	O	**Full Steel Inner Liner**	1,054	713
0611330	O	**Zinc Coated Anti Corrosion Treated Frame Rails** Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	393	4
0620110	O	**FEPTO Provision 9in Bumper Extension** Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	1,670	42
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
0651010	O	**Peterbilt Rear Mudflaps and Straight Hangers** Mudflaps aid in protecting the frame and undercarriage from road salt, grime and debris that can cause rust and corrosion. Mud flaps also shield other vehicles from gravel, rocks and road spray.	130	25
0713130	O	**(2) Solid Mount Cable Hooks**	0	40
Front Axle & Equipment				
1011360	O	**Dana Spicer D2000F 20,000 lb, 3.5 in. Drop** Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	491	-26
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	0	0
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	0
1354840	O	**PHP10 Iron PreSet PLUS Hubs** PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	214	84
1380230	O	**Dana Spicer 5" Drop IPO 3.5", Front Axle** 5" drop (127 MM) provides lower chassis suspension and profile. Offers maximum maneuverability and the light weight solution. Available for a variety of brakes.	0	0
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	1,379	0
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	0
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	46	0
Rear Axle & Equipment				
1523440	S	**Dana Spicer D46-172 46,000 LBS** Dana Spicer D46-172 46,000 lbs tandem drive axles offer efficiency improvement, axle weight reduction and reduced lube quantity.	0	0
1616300	O	**PHP10 Iron PreSet PLUS Hubs**	226	0
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	2,049	60
1680065	O	**Remote Mount Rear Axle Vent**	120	2
1680440	O	**Refuse Service Brakes, Steer And Drive Axles** Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	77	9
1680460	O	**Heavy Wall, Drive Axle(s)**	1,886	88
1680470	O	**Lube Pump, Drive Axle(s)** Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	531	36
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	71	2
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1680525	O	**Pneumatic Park Brake**	0	0
1680550	O	**Upsize Parking Brakes**	236	0
1680920	O	**Heavy Duty Brake Drums, Drive Axle(s)** Use with 16.5x8.6 Brakes	148	27
1680932	O	**Center Of Gravity From Top Of Frame, Refuse Body** Enter desired center of gravity range (from 10"-99") in narrative field. *Narr 30*	0	0
1680933	O	**Body Plus Payload Weight, Refuse Body** Enter desired body plus payload range (from 10,000lbs. to 80,000lbs.) in narrative field. *Narr 18000*	0	0
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	532	35
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687020	O	**Bendix Air Cam Rear Drum Brakes 16.5x8.6** Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	688	0
1706140	O	**Ratio 6.14 Rear Axle**	0	0
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	1,518	-84

Sales Code	Std/ Opt	Description	$ List	Weight
1921375	O	**16.5" Saddle Height HMX EX 400/460** IPO Std 18.5"	413	0
1921965	O	**HMX EX Double Rebound Strap Kit**	272	0
1922615	O	**HD Shock Absorbers For HD Suspension Pkg.** Hendrickson HMX EX	483	0

Engine & Equipment

2056321	O	**L9N 320@2000 GOV@2200 1000@1300 HHDD** (2024 Emissions) N21430 N201 0.....Reserve Speed Limit Offset (N21410 N202 0.....Maximum Cycle Distance (N202 N21400 N203 252...Reserve Speed Function Reset N21320 N205 120...Standard Maximum Speed Limit N21420 N206 0.....Maximum Active Distance (N20 N21470 P062 NO....Cruise Control Auto Resume (N21480 P068 NO....Auto Engine Brake in Cruise N21450 P026 NO....Gear Down Protection (P026) N21440 P015 YES...Engine Protection Shutdown (N21340 P112 93....Hard Maximum Speed Limit (P1 N21350 P001 65....Maximum Accelerator Pedal Ve N21370 P059 65....Maximum Cruise Speed (P059) N21590 P230 YES...Enable Hot Ambient Automatic N21530 P233 YES...Enable Impending Shutdown Wa N21540 P234 60....Timer For Impending Shutdown N21460 P046 1400..Max PTO Speed (P046) N21520 P030 5.....Timer Setting (P030) N21570 P031 NO....Idle Shutdown Manual Overrul N21610 P172 40....Low Ambient Temperature Thre N21630 P171 80....High Ambient Temperature Thr N21550 P516 100...Engine Load Threshold (P516) N21510 P520 YES...Enable Idle Shutdown Park Br N21620 P173 60....Intermediate Ambient Tempera N21330 N207 0.....Expiration Distance (N207) N21500 N209 0.....Expiration Distance (N209)	24,403	-70
2091120	S	**EMUX Electronics Architecture**	0	0
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	0
2091315	O	**Enable EIST Ambient Temp Overrule**	0	0
2091372		**Eff EIST NA Expiration Miles**	0	0
2091640		**Effective VSL Setting NA**	0	0
2092016	O	**Typical Operating Speed 62 MPH**	0	0
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
2140220	O	**CARB and EPA Engine Idling Not Required**	0	0
2140400	O	**Reinforced Belly Pan**	181	0
2140420	O	**Engine Oil Test Port** Expanded availability of the engine oil test port to include availability with MX-11 engines.	176	0
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	106	0
2140660	O	**CARB Emission Compliant Engine**	0	0
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0	0
2511400	O	**160 Amp Alternator, 36 SI Brushless** The 33SI is a heavy duty brushless alternator that provides more output and service life for today's diesel powered vehicles with large electrical load requirements. The 33SI is offfered in 12 volt and 24 volt models with a J180 hinge mount.	635	10
2516070	O	**Remote Voltage Sense Wiring**	16	0
2521090	O	**Immersion Type Block Heater 110-120V** Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	92	2
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538090	O	**3 PACCAR Premium 12V Starting Batteries 3000 CCA**	-31	0
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	164	3
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	0
2723210	S	**18.7 CFM Air Compressor** N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2921170	O	**Spin-On Fuel/Water Separator for Natural Gas** Engines	0	0
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	0
2921310	S	**No Electric Heat Option for Fuel Filter**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.	0	0
3120320	O	**Bugscreen**	148	5
3120450	S	**Stainless Steel Grille**	0	0
3120710	O	**Lower Front Coolant Pipe And Coolant Extracting Port**	38	0
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3365450	O	**Exhaust Single LH Vertical** Natural Gas Engines Only	7,845	-1,352
3381860	O	**Exhaust 90 Degree Diffuser**	153	0
Transmission & Equipment				
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	22,238	390
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	-529	15
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	-122	-5
4233910	O	**(1) Dash Mounted Single Acting EOH PTO Control** Electric-over-hydraulic, spec'ing PTO switch does not ensure the PTO will fit. Sends signal to Allison to engage PTO.	117	1
4250900	O	**Main Transmission Rear Support** Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	92	11
4252170	S	**Auto Neutral Activates With Parking Brake** Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	20	0
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	-131	0
4252950	O	**Omit Allison Neutral At Stop**	0	0
4253060	O	**Remote Mount Allison Transmission Vent**	121	2
4256020	S	**Console Mounted Push Button Shifter**	0	0
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	0
4256910	O	**Allison Transmission Fluid Test Port** Remote coupler. The fluid test port provides easy access to transmission fluid for testing from its location under the hood on the right-hand frame rail.	193	0
4256990	O	**Rolling Direction Change Shift Inhibit Feature** Allison transmissions. A programmable feature that keeps the transmission from shifting from Drive to Reverse or from Reverse to Drive above a preset speed. This wireless function is enabled when a switch is closed to complete the circuit between input wire 101 and ground. Frequently the function is interfaced with a switch indicating activation of another vehicle function, such as application of the service brakes. When the function is enabled, the TCM will recognize the request for a direction change shift, Reverse-to-Drive or Drive-to-Reverse. If all other operating conditions are acceptable, the TCM will command the requested shift. The enable remains in effect until the switch is opened, followed by the selection of a different direction, Reverse or Drive, at the shift selector. This could be used for doc spotters and refuse. If the function is not enabled, any shift which results in a change of direction is inhibited.	0	0
Air & Trailer Equipment				
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	0
4520180	O	**Air Tank Valve Guards**	96	0
4540420	S	**Nylon Chassis Hose**	0	0
4540910	O	**Compressor Discharge Line Test Valve**	395	0
4542320	O	**Central Location For Air Tank Drain Valves** Wire braid hose to air tanks. (Not available with optional drain valves.)	406	4
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
		factory installation. See ECAT to determine number or location of air tanks installed.		
4615250	O	**Fitting For F/O Air Port** The furnished by owner fitting air port is mounted outboard of the driver's seat. This allows operators access to pressurize truck air, to maintain clean air in the cab.	52	0
Tires & Wheels				
5032320	O	**FF: GY 20ply 315/80R22.5 G289 WHA** Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	537	-24
5132320	O	**RR: GY 20ply 315/80R22.5 G289 WHA** Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	5,180	248
5190008	S	**Code-rear Tire Qty 08**	0	0
5220520	O	**FF: Alcoa 89U637 22.5 X 9.00 High Polish** Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	547	-110
5320530	O	**RR: Alcoa 89U647 22.5X9.00 High Polish** Aluminum. Ultra ONE wheels with MagnaForce alloy.	3,036	-216
5390008	S	**Code-rear Rim Qty 08**	0	0
Fuel Tanks				
5532010	O	**No Fuel Tank/Fuel System Provided, CNG Only**	-444	0
5604000	O	**Location LH BOC 000 Gal**	0	0
5653080	O	**CNG Body Mounted Cabinet Only**	0	0
5653180	O	**CNG Fuel System** Compressed Natural Gas Fuel System.	0	0
Battery Box & Bumper				
6011070	O	**Aluminum Battery Box LH Frame Mtd Back-of- Fender** Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.	1,059	1
6030150	O	**Rubber Battery Pad In Bottom of (1) Battery Box** Mat in box that holds batteries only	25	4
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins	0	0
Cab & Equipment				
6501090	O	**53" LCF ProBilt Cab RH Drive** Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module	1,357	0

Sales Code	Std/ Opt	Description	$ List	Weight
		BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.		
6540020	O	**Key All Units Alike** Please add your 3 digit key code number in the key code field.	288	0
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	0
6541233		**KEY G233**	0	0
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	0
6911720	S	**Peterbilt Driver Seat**	0	0
6921720	S	**Peterbilt Passenger Seat**	0	0
6931120	O	**Seat Belt Color Orange IPO Standard Black**	10	0
6939400	O	**Air Ride Driver**	411	43
6939420	O	**High Back Driver**	45	0
6939480	O	**Mordura Driver**	37	0
6939510	S	**Non-Air Ride Passenger**	0	0
6939540	S	**Low Back Passenger**	0	0
6939580	O	**Mordura Passenger**	60	0
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0	0
7000045	O	**High-Visibility Interior Grabhandles, Painted** Bright yellow interior grabhandle for vocational vehicles.	76	2
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	0
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
7001999	U	**KW L770, Use Kenworth Steering wheel logo** *Narr production quality wants this narrative to callout KW steering wheel*	0	0
7040060	O	**Diamond Plate Floor Covering LH/RH ipo Floormat** In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	178	13
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	0
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	0	0
7230350	S	**2-Piece Flat Windshield**	0	0
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7330920	O	**(2) Defroster Fan On Rear Header**	248	60
7410040	O	**Outside Sunvisor - Stainless Steel** Not available with 2.1M high roof sleeper.	408	4
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	-28	-7
7561400	O	**Look Down Mirror Mounted Front Of Cab** Opposite side of the driver position. Stainless steel.	73	0
7561450	O	**(4) Convex 8 Inch SSTL Mirrors; (2) Center** These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The mirrors have an off-center mounting that maximizes adjustability for field of view. Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit. Includes 4 convexed 8" stainless steel mirrors and 2 center mounted under (heated) and 2 center mounted over mirror bracket (non-heated). Includes dual door stops.	134	4
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	0	0
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	509	10
7722999	U	**KW L770, Use Kenworth logo on radio** *Narr production quality wants this narrative to callout KW radio*	0	0
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	139	6
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	0	0
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	66	0
7728050	O	**USB Port**	66	0
7788335	S	**Global Telematics Hardware**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
7851330	O	**Cab Tilt Pump Air Assist**	509	0
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	84	8
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	0
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	37	13
7900270	O	**Fire Extinguisher, Cab Mounted** Hazmat approved UL listed/rated ABC	75	12
7900401	O	**Cruise Control Inactive With Wipers On**	0	0
7901130	O	**Backup Alarm (107 DB)**	112	3
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0	0
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0	0
8031120	O	**Warning Light Battery Disconnect, Switch Engaged** Marker light external mounted	14	0
8070010	O	**Up To (4) Additional Electric Switches** Up to (4) additional electric switches without wiring. Switch will short pin5 to pin 4 when off, and pin 5 to 6 when on. Backlighting provided by Lin jumper.	41	1
8070390	O	**Engine Hourmeter Gauge** Located in Digital Cluster Display	0	0
8070450	O	**Engine PTO Hourmeter Gauge** Located In Digital Cluster Display	0	0
8070810	O	**Engine Manifold Pressure (Turbo Boost)** Located in Digital Cluster Display	0	0
8070820	O	**Engine Percent Torque** Located in Digital Cluster Display	0	0
8070880	O	**Main Instrument Panel (Nat Gas)** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, Volts Telltale, OAT and Primary Air Pressure. Secondary Air Pressure for air brake trucks.	83	0
8070940	O	**Voltmeter Gauge (MD/520 Only)** Located in Digital Cluster Display	0	0
8110150	O	**Headlights Single Rectangular LED** Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	996	0
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	0
8133960	O	**Daytime Running Lights**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
		The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.		
8134160	O	**Self-Canceling Turn Signal**	0	2
8153100	O	**(1) F/O Load Light, Switch, 10' Wire Coil** Under / in cab / sleeper baggage compartment	45	2
Paint				
8500710	S	**Standard Paint Color Selection**	-200	0
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	0
Shipping Destination				
Options Not Subject To Discount				
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	0
9407147	O	**Fuel Price Index Factor $0 NET**	0	0
9408626	O	**SmartLINQ RD - 5YR Sub** Cummins Engines	799	0
9408703	O	**Base Warr: Emissions 5YR/100K MI**	0	0
9408982	O	**Vehicle Layout** Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this. *Narr match chassis 119482*	1,500	0
Miscellaneous				
9409081	O	**State Of Registry: New Mexico**	0	0
9409641	O	**Model Year 2026 Engine**	0	0
9409749	O	**2024 Series Emissions Engine**	0	0
Promotions				

From: VALDEZ, MARTIN J.
To: JARAMILLO, DAVID M.
Subject: RE: Fleet Approvals New Vehicle
Date: Thursday, September 18, 2025 10:37:00 AM

Thanks David.

From: JARAMILLO, DAVID M. <dmjaramillo@santafenm.gov>
Sent: Thursday, September 18, 2025 9:55 AM
To: VALDEZ, MARTIN J. <mjvaldez@santafenm.gov>
Subject: Fleet Approvals New Vehicle

T o whom it may concern,

I am writing to express that in the case of **ESD, Fire, Transit, Airport, Complete streets 1 ton and above,** I'm not required to review any of their purchases. This is because I don't over see their fleet or manage those assets.

Please reach out if you have any questions.

David Jaramillo
Fleet section manager
(505)4704682
(505)9552351

Signature: Martin J Valdez

Email: mjvaldez@santafenm.gov

Signature: DEBORA TRUJILLO
DEBORA TRUJILLO (Jul 31, 2026 16:31:06 MDT)

Email: dctrujillo@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

INLAND 15YD PURCHASING MEMO

Final Audit Report 2026-07-31

Created:	2026-07-31
By:	MARTIN VALDEZ (mjvaldez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp2QVgEtovW19MVesBl8FTa4v-gMig-qO
Documents:	INLAND 15YD PURCHASING MEMO.pdf (2 pages) INLAND 15YD QUOTE.pdf (3 pages) INLAND CES AWARD LETTER.pdf (2 pages) INLAND CES CONTRACT.pdf (22 pages) INLAND VEHICLE SPECS.pdf (13 pages) FLEET MANAGERS RECUSAL MEMO.pdf (1 page)
Number of Documents:	6
Document page count:	44
Number of supporting files:	0
Supporting files page count:	0

"INLAND 15YD PURCHASING MEMO" History

Document created by MARTIN VALDEZ (mjvaldez@santafenm.gov)
2026-07-31 - 10:26:01 PM GMT- IP address: 63.232.20.2

Document emailed to MARTIN VALDEZ (mjvaldez@santafenm.gov) for signature
2026-07-31 - 10:27:50 PM GMT

Document e-signed by MARTIN VALDEZ (mjvaldez@santafenm.gov)
Signature Date: 2026-07-31 - 10:28:56 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to DEBORA TRUJILLO (dctrujillo@santafenm.gov) for signature
2026-07-31 - 10:28:59 PM GMT

Email viewed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
2026-07-31 - 10:30:37 PM GMT- IP address: 104.47.64.254

Document e-signed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
Signature Date: 2026-07-31 - 10:31:06 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2026-07-31 - 10:31:08 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)

2026-07-31 - 10:54:00 PM GMT- IP address: 104.47.65.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)

Signature Date: 2026-07-31 - 10:54:17 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-31 - 10:54:17 PM GMT

INLAND_15YD_PURCHASING_MEMO_(1) (3)

Final Audit Report 2026-08-04

Created:	2026-08-03
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkaZde1ztQ5Yw7qT76lxHcosXvenwAxM4
Documents:	INLAND_15YD_PURCHASING_MEMO_(1) (3).pdf (46 pages)
Number of Documents:	1
Document page count:	46
Number of supporting files:	0
Supporting files page count:	0

"INLAND_15YD_PURCHASING_MEMO_(1) (3)" History

Document created by JUAN VELA (jevela@santafenm.gov)
2026-08-03 - 5:49:23 PM GMT- IP address: 63.232.20.2

Document emailed to JUAN VELA (jevela@santafenm.gov) for filling
2026-08-03 - 5:52:38 PM GMT

Form filled by JUAN VELA (jevela@santafenm.gov)
Form filling Date: 2026-08-03 - 5:55:31 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-08-03 - 5:55:41 PM GMT

Email sent to pubicworksutilitiescommitteemeeting@santafenm.gov bounced and could not be delivered
2026-08-03 - 5:55:55 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-08-03 - 8:12:10 PM GMT- IP address: 104.47.65.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-08-03 - 8:12:41 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-08-03 - 8:12:51 PM GMT

Email sent to pubicworksutilitiescommitteemeeting@santafenm.gov bounced and could not be delivered

2026-08-03 - 8:12:55 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

2026-08-03 - 8:32:17 PM GMT- IP address: 63.232.20.2

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

Signature Date: 2026-08-04 - 2:54:58 PM GMT - Time Source: server- IP address: 153.66.19.138 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-08-04 - 2:54:58 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: July 29, 2026

To: Governing Body
Finance Committee
Public Utilities/ Public Works

From: Martin Valdez, ESD Fleet Manager MJV

Via: Jesse Roach, Interim Public Utilities Department Director Jesse Roach
Debora Trujillo, Environmental Services Division Director DT

Subject: Purchase of Five (5) 27-yard Labrie Packing Bodies

Vendor Name: Reliance Environmental Truck Sales, LLC.

Munis Vendor Number: 10497

Item and Issue:
The Public Utilities Department, Environmental Services Division, requests your review and approval to purchase Five (5) 27-yard Labrie Automizer side-load packing bodies from Reliance Environmental Truck Sales, LLC dba Reliance Truck & Equipment, in the total amount of $1,318,485.00, excluding applicable taxes. This purchase will be made through the BuyBoard Local Government Purchasing Cooperative, Contract No. 786-25, effective December 1, 2025, through November 30, 2026**.**

BACKGROUND AND SUMMARY:
Environmental Services is requesting approval to purchase Five (5) 27-yard Labrie Automizer side-load packing bodies equipped with compressed natural gas (CNG) systems. These units will be mounted by Reliance Environmental Truck Sales onto new CNG-powered Kenworth L770 chassis.

The purchase will replace five (5) aging 27-yard side-load recycling vehicles that are approaching 10 years of service and are becoming increasingly unreliable due to rising maintenance costs. Over the past two years, these Labrie Automizer packing bodies have demonstrated exceptional reliability, operational efficiency, and durability within the Environmental Services fleet, making them a proven replacement solution.

This acquisition also supports the City of Santa Fe's commitment to reducing greenhouse gas emissions and lowering its carbon footprint by continuing the transition to cleaner, more sustainable CNG-powered fleet vehicles.

FUNDING SOURCE:

Fund Name/Number: ESD Enterprise Fund / Fund 510

Munis Org Name/Number: ESD Commercial Collections / 5100332

Munis Org Name/Number: ESD Recycling Collections / 5100334

Munis Object Name/Number: Vehicles > 1.5 / 571000

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/04/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was:

BuyBoard Local Government Purchasing Cooperative No. 786-25, effective December 1, 2025, through November 30, 2026.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 08/06/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☒ Yes | ☐ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:
Vendor's Quote and Specs
BuyBoard Contract Award Letter and Summary
RFP #786-25 Acceptance and Contract Agreement
Fleet Maintenance Manager's Memo

RELIANCE
AN OWEN COMPANY

Quote #: 202600932
Quote Date: 7/16/2026
Quote Valid Until: 10/18/2026

100 Covelo Ave
Fort Worth, TX 76111

Prepared By: Jon Loftis
Phone:
E-Mail: jloftis@relianceequip.net

Quote For:
City of Santa Fe - NM
Martin Valdez

Quantity 5 - $1,318,485

Equipment - Model	Type	Delivery	Freight	Quote Total Per Unit
Automizer Right Hand - 2026	Refuse	150-180 days ARC	Santa FE	$263697.00

Equipment Detail

Quantity	Equipment Description
1	27yd Automizer (27 0)
1	Hopper floor liner: 0.250 Hardox 450 steel
1	Larger clean out doors and foldable ladder
1	Body floor liner at front-of-body: 0.160" Hardox 450 steel - 48" long
1	Central grease point for follower panel rollers
1	Hopper side wall liners: 4mm Hardox 450 steel
1	Central grease point for packer shoes and rails
1	Retainer teeth under breaker bar
1	Body Side Wall liners: 1/8" x 18" x 24" Hardox 450
1	Environmental spill kit in toolbox
1	CAUTION THIS VEHICLE STOPS AND BACKS FREQUENTLY, 74.5in x 23.5in
1	Anti-sail bars on rear mudflaps
1	Fire Extinguisher- 20 lbs
1	PLAN B1 - Add 1 year on hydraulics PUMPS AND VALVES only for a total of 2 years (incl. hyd cooler)
1	Quad Envirolink Cameras - RH Post (Arm), Tailgate, Hopper, Curbside Alley
1	EnviroLink 9" Color Monitor (DVR) (4 Channels) on ceiling
1	Protection on Cameras

Quantity	Equipment Description
1	Auxiliary arm controls in-cab: RH-side, (Mini-joystick style)
1	Crusher panel control on joystick
1	Packer control on joystick
1	Automatic pump shut off at 50 km/h- 32 mph
1	Spill Shield
1	Grabber counting device: counts number of carts dumped
1	Multifunction Lights Package:
1	Back up lights: Qty 2 additional on mid-body rubrails - LED type
1	Back up lights: Qty 2 additional on tailgate position 2/3 - 4" LED type
1	Work light kit: dual, in-cab single manual switch - LED type :
1	Lights: amber, alternating, flashing 4" LED in front-of-body - Qty 2

Additional Requests

Quantity	Description
1	CNG Filling Port on Front Bumper Streetside
1	Ignition Interlock on Streetside Front Bumper Filling Port Cap
1	Heavy Duty Arm & Gripper, "32 to 95 US gal"
1	Regen Valve on Packer Cylinders
1	Wheel chocks (2) on Rubrail Curbside in Front of Rear Wheels
1	Toolbox on Chassis Aluminium 24"D x 24"H x 14"W (Swing Door)
1	3 body paint colors
1	CNG System Tailgate - 2 Tanks 86 DGE

Terms and Conditions

Please read carefully. This quote becomes a sales order if signed by customer. Please, notify of any changes needed within five (5) days of signing. Pricing is subject to change to reflect additional costs incurred directly by us or passed through to us by our vendors as a direct result of future tariffs, trade policies, or government-imposed duties.

X_____ Date:_____
Martin Valdez or Company Representative
By signing I confirm I have read and understand the terms and conditions on this Order.

Reliance Truck and Equipment would like to thank you for your time and the opportunity to earn your business!

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

George Gutierrez
Reliance Enviromental Truck Sales, LLC dba Reliance Truck & Equipment
9818 Green Road
Converse, TX 78109

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 786-25, Refuse and Recycle Bodies, Containers, and Other Transport Bodies

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 12/1/2025 through 11/30/2026 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 786-25 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Electronic Delivery

George Gutierrez
Reliance Enviromental Truck Sales, LLC dba Reliance Truck & Equipment
9818 Green Road
Converse, TX 78109

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 786-25, Refuse and Recycle Bodies, Containers, and Other Transport Bodies

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 12/1/2025 through 11/30/2026 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 786-25 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

v.01.03.2025

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Refuse and Recycle Bodies, Containers, and Other Transport Bodies	**Proposal Due Date/Opening Date and Time** June 26, 2025, at 4:00 PM
Proposal Invitation Number 786-25	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2025, through November 30, 2026, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** October 2025

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Reliance Enviromental Truck Sales, LLC
Name of Proposing Company

6-26-25
Date

9818 Green Road
Street Address

George Gutierrez
Signature of Authorized Company Official

Converse, Texas 78750
City, State, Zip

George Gutierrez
Printed Name of Authorized Company Official

512-801-5268
Telephone Number of Authorized Company Official

Regional Manager
Position or Title of Authorized Company Official

210-248-3066
Fax Number of Authorized Company Official

82-4901774
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: GG

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial JJ

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

- ☒ I certify that my company is a **Resident Proposer.**
- ☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: gg

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: GG

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: JJ

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: GG

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: GG

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, price lists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: GG

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, price lists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, price lists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: JJ

B. Copyright Information

Does your Proposal (including forms, documentation, price lists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, price lists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, price lists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/price list name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: gg

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** JJ

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: GG

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: GG

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: GG

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Reliance Truck and Equipment, LLC.

Company Name

George Gutierrez

Signature of Authorized Company Official

George Gutierrez - Regional Manager

Printed Name and Title

6-26-26

Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

RelianceTruck and Equipment, LLC.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ■ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 82-4901774
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* _____

_____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

RELIANCE ENVIRONMENTAL TRUCK SALES, LLC

2 Business name/disregarded entity name, if different from above.

RELIANCE TRUCK & EQUIPMENT

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

9818 GREEN ROAD

6 City, state, and ZIP code

CONVERSE, TX 78109

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

8	2	–	4	9	0	1	7	7	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** James O Trump **Date** 5/13/2024

General Instructions

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

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

What's New

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

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

Purpose of Form

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

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $200k estimated. (The period of the 12-month period is January 24 / December 24). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)	Y	6 Years	Refuse
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Austin	Dale Johnson	512-470-2739	dale.johnson@ci.austin.tx		
2.	City of San Antonio	David Badillo	210-207-6413	david.badillo@sanantonio.gov		
3.	City of Edinburg	Ramiro Gomez	956-369-3140	rgomez@cityofedinburg.com		
4.	City of Mission	Roel Mendiola	956-270-2250	rmendiola@missiontexas.us		
5.	City of Schulenburg	Glen Harden	979-743-9239	g.harden@schulenburgtx.org		

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Company Profile:

Reliance Truck and Equipment, LLC

Reliance Truck and Equipment, LLC provides customers with various service and parts options. We currently operate three brick-and-mortar facilities in San Antonio, Dallas/Fort Worth, and Houston. Each site is staffed with fully trained and certified personnel in all our municipal product lines.

Our Products:

- **CUES**
- **Labrie**
- **Multihog**
- **Serco Loaders**
- **Rentals**

Locations:

San Antonio Location:

- **9818 Green Road, Converse, Texas 78222**
- **Operating Hours: 8:00 AM – 5:00 PM, Monday to Friday**

Dallas/Fort Worth Location:

- **100 Covelo Ave, Fort Worth, Texas 76111**
- **Operating Hours: 8:00 AM – 5:00 PM, Monday to Friday**

Houston Location:

- **4411 Airline Drive, Houston, Texas 77022**
- **Operating Hours: 8:00 AM – 5:00 PM, Monday to Friday**

Management Team:

- **Regional Manager: Jon Loftis (jloftis@relianceequip.net, 817-584-1860)**
- **Regional Manager: George Gutierrez (ggutierrez@relianceequip.net, 512-801-5268)**
- **Service Manager: Grady Cooper (gcooper@relianceequip.net, 210-596-2072)**
- **Service Manager: Jonathan "JR" Rogers (jrogers@relianceequip.net 817-229-3243)**
- **Parts: Shelby Martin (smartin@relianceequip.net – 210-709-7833)**
- **Parts: Lisandra Almendariz (lalmendariz@relianceequip.net 682-446-8055)**
- **Sales Team:**

- **Zach Dotson (zdotson@relianceequip.net, 832-623-1656)**
- **Matt Rendon (mrendon@relianceequip.net, 281-954-1456)**

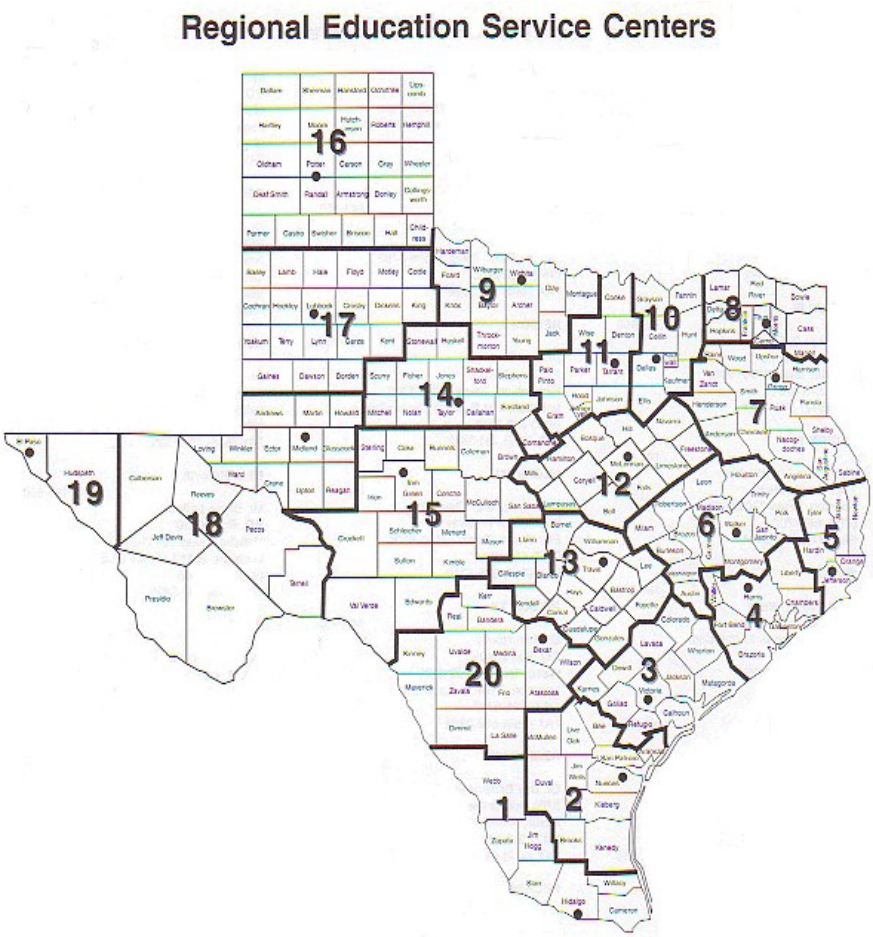
Parts and Service:

- **Parts and services are available with stock inventory managed by our Parts and Service Manager.**

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date*.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- [x] I will service all states in the United States.
- [ ] I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

RelianceTruck and Equipment, LLC.	786-25
Name of Vendor	Proposal Invitation Number
George Gutierrez	George Gutierrez
Signature of Authorized Company Official	Printed Name of Authorized Company Official

6-26-25

Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Reliance Truck and Equipment, LLC. is not for sale, in business since 2002

There are not transaction that would significantly alter the business

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Reliance has facilities in Houston, San Antonio/Converse and Dallas/ Fort Worth

these brick and mortar facilities are staffed with Parts, Service and Account Managers

to assist our customers with any services needed we are supported by our

Manufactures which in total brings together over 100 plus years of experience

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

We now have a marketing department dedicated to bring our customer up to date

nformation regarding our services, staff, and how to purchase with our partnership through

BuyBoard. Additional as we support our customer at various conferences we do advertise

our BuyBoard information on our equipment and tables for all to see.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Financial health of Reliance is excellent, Open credit terms with all our Manufactures including Cues. We are bondable and our insurance is attached for review.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

June 26, 2025

To: The Local Government Purchasing Cooperative

Re: Leach, Wittke and Labrie Unit Sales & Repair Part Sales/Service

Please accept this response to your inquiry on our distribution method for unit sale, service and support parts of our Leach, Wittke and Labrie brand of products.

All of our service part sales for our North American distribution channel originate from our USA operations site in Lafayette, Georgia. All of our end user part sales occur through authorized distributors with defined territories.

The entire state of Texas and New Mexico falls into the geographic area which is supported by Reliance Truck and Equipment, 9818 Green Road, Converse TX. Reliance Truck and Equipment is the only OEM distributor authorized to sell new equipment and parts, and provide warranty and repair service for Leach, Labrie and Wittke brand refuse and recycling body haulers for your account.

Should you have any further questions, do not hesitate in contacting us. If a price list is needed, please contact Reliance Truck and Equipment or our office directly.

Best Regards,

David Day

David Day
Executive Vice President

pac-mac

160 COMMERCE DRIVE • BAY SPRINGS, MS • 39422

June 26, 2025

Texas Buy Board Purchasing Cooperative
Austin, TX 78767

To Whom It May Concern,

This letter is to acknowledge that Reliance Truck and Equipment is authorized to sale Pac-Mac products in the state of Texas.

Should you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

Mark Dyess

Mark Dyess
Pac-Mac National Sales Manager
Mobile: 601.670.3290
Office: 601.764.4121, ext. 3358
Email: dyess.mark@hol-mac.com

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Section I: Refuse Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Base Model Front Load Container** (2 to 8 cubic yard or other similar related containers).
2. Discount (%) off catalog/pricelist for **Base Model Side Load Refuse Container** (4 to 38 cubic yard or other similar related containers).
3. Discount (%) off catalog/pricelist for **Base Model Rear Load Refuse Container** (6 to 25 cubic yard or other similar related containers)
4. Discount (%) off catalog/pricelist for **Base Model Automated Side Load Refuse Container** (16 to 32 cubic yard or other similar related containers).
5. Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or other similar related containers).
6. Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Refuse Container** (20 to 32 cubic yard or other similar related containers).
7. Discount (%) off catalog/pricelist for **Base Model Fully Automated Side Load Container** (20 to 31 cubic yard or other similar related containers).
8. Discount (%) off catalog/pricelist for **Base Model Drop Frame Automated Side Load Refuse Container** (22 to 33 cubic yard or other similar related containers).
9. Discount (%) off catalog/pricelist for **Base Model Dump Front Load Refuse Container** (23 to 28 cubic yard or other similar related containers).
10. Discount (%) off catalog/pricelist for **Base Model Commercial Side Load Refuse Container** (26 to 33 cubic yard or other similar related containers).

11. Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Container** (27 cubic yard or other similar related containers).
12. Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Container** (27 cubic yard or other similar related containers).
13. Discount (%) off catalog/pricelist for **Base Model Eject Front Load Refuse Container** (28 to 32 cubic yard or other similar related containers).
14. Discount (%) off catalog/pricelist for **Base Model Commercial Front Load Refuse Container** (32 to 45 cubic yard or other similar related containers).
15. Discount (%) off catalog/pricelist for **Base Model Residential Front Load Refuse Container** (40 cubic yard or other similar related containers).
16. Discount (%) off catalog/pricelist for **Base Model Dual Trough Recycler** (33 to 38 cubic yard or other similar related containers).
17. Discount (%) off catalog/pricelist for **Base Model Trailer Body Only** (33 to 40 cubic yard or other similar related containers).
18. Discount (%) off catalog/pricelist for **Base Model Recycling Container** (35 to 42 cubic yard or other similar related containers).
19. Discount (%) off catalog/pricelist for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers).
20. Discount (%) off catalog/pricelist for **Base Model Chassis Mount Side Load Refuse Container** (various cubic sizes).
21. Discount (%) off catalog/pricelist for **Base Model High-Capacity Recycler** (various cubic sizes).
22. Discount (%) off catalog/pricelist for **Base Model Roll Off Container** (20 to 40 cubic yard with rectangular or bathtub design, 1/4" floor, 2 rollers on rear, 3/4" hook plate or other similar related containers).
23. Discount (%) off catalog/pricelist for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes).
24. Discount (%) off catalog/pricelist for **Base Model Palift Hook Load Roll Off Hoist** (9,000 to 68,000 lb. lift capacities 14,500 to 86,000 lb. GVW ratings).
25. Discount (%) off catalog/pricelist for **Base Model Semi Trailer** (33 to 37 cubic yard or other similar related containers).
26. Discount (%) off catalog/pricelist for **Base Model Trailer Mount Side Load Refuse Container** (various cubic sizes).
27. Discount (%) off catalog/pricelist for **Base Model Transfer Trailer** (75 to 115 cubic yard or other similar related containers).
28. Discount (%) off catalog/pricelist for **All Other Base Model Refuse Bodies, Containers, Hoists, and Recyclers.**

Section II: OPTIONAL EQUIPMENT for Refuse Bodies, Containers, Hoists, and Recyclers

29. Discount (%) off catalog/pricelist for **Optional Equipment and Upgrade Options for Refuse Bodies, Containers, Hoists, and Recyclers.**

Section III: Dump Bodies, Concrete Mixers, and Related Items

30. Discount (%) off catalog/pricelist for **Base Model Dump Body** (2 to 18 cubic yard or other similar related containers).
31. Discount (%) off catalog/pricelist for **Base Model Concrete Mixer** (8 to 13 cubic yard or other similar related containers, Truck Mounted).
32. Discount (%) off catalog/pricelist for **Hydraulic Cardboard Balers, Drum Crushers and Trash Compactors.**
33. Discount (%) off catalog/pricelist for **Base Model Live Bottom Dump Trailers, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
34. Discount (%) off catalog/pricelist for **Base Model Live Bottom Truck Bodies, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
35. Discount (%) off catalog/pricelist for **All Other Dump Bodies, Concrete Mixers, and Related Items.**

Section IV: OPTIONAL EQUIPMENT for Dump Bodies and Concrete Mixers

36. Discount (%) off catalog/pricelist for **Optional Equipment and Upgrade Options for Dump Bodies, Concrete Mixers, and Related Items.**

Section V: Repair Parts and Supplies

37. Discount (%) off catalog/pricelist for **Repair Parts and Supplies for all Refuse/Recycle Bodies and Equipment, Containers, Dump Bodies, and Mixers.**

Section VI: Installation and Repair Service

38. **Hourly Labor Rate for Installation/Repair Service of all Refuse and Recycle Bodies, Containers and Other Transport Bodies** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Proposal Specifications** *with Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and* **Manufacturer Authorization Letters** *must be submitted with the Proposal or the Proposal will not be considered.*

RELIANCE ENVIRONMENTAL TRUCK SALES, LLC Information

Contact: GEORGE GUTIERREZ
Address: 9818 GREEN RD
CONVERSE, TX 78109
Phone: (210) 648-3337
Email: GGUTIERREZ@RELIANCEEQUIP.NET

By submitting your response, you certify that you are authorized to represent and bind your company.

George Gutierrez
Signature

ggutierrez@relianceequip.net
Email

Submitted at 6/26/2025 03:48:27 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No.786-25, Refuse and Recycle Bodies, Containers, and Other Transport Bodies

Proposal No. 786-25..pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at www.buyboard.com.vendor including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (**DO NOT** password protect uploaded files.)

Manufacturer Catalog(s) and/or Product Price list(s)

Labrie - 2026A.pdf

REQUIRED-In **PDF format ONLY,** upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (**DO NOT** password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (**DO NOT** password protect uploaded files.)

Manufacturer Authorization Letter(s)

Labrie - 2026A.pdf

REQUIRED A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1.Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2.Addressed to “The Local Government Purchasing Cooperative”,
3.Dated within the current calendar year,
4.List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5.Name, Title, and Signature of Authorized Official from Manufacturer.

Company Profile

Company Profile - Reliance.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in **Word format**, with your Proposal. *(Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)* (**DO NOT** password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W9-RELIANCE.pdf

REQUIRED-In PDF format, upload W-9 form. (**DO NOT** password protect uploaded files.)

Response Attachments

2025 MSRP_Debris Other (NO CHASSIS) - HOIST _ Debre.pdf

2025 MSRP_Debris Other (NO CHASSIS) - HOIST _ Debre

2025 MSRP_Small Medium Debris (NO CHASSIS) - Loader.pdf

2025 MSRP_Small Medium Debris (NO CHASSIS) - Loader

Pac-Mac _ Texas Buy Board Letter.pdf

Pac-Mac _ Texas Buy Board Letter

Reliance - AC Disposal Local Govt Purcahsing Coop letter.pdf

Reliance - AC Disposal Local Govt Purcahsing Coop letter

BeauROc.pdf

BeauRoc - Letter

2025 Pricing Catalog - US and CAD - FINAL.pdf

2025 Pricing Catalog - US and CAD - FINAL

Bid Attributes

1	**Name of Proposing Company (Legal Name)** By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract. List the **LEGAL NAME** of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. Reliance Enviromental Truck Sales, LLC
2	**Vendor Business Name** Name by which Vendor, if awarded, wishes to be identified on the BuyBoard. If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used. Reliance Truck & Equipment
3	**Vendor Mailing/Street Address** Vendor Mailing/Street Address 9818 Green Road

4	**Vendor Mailing/Street Address - City** Vendor Mailing/Street Address - City Converse
5	**Vendor Mailing/Street Address - State** Vendor Mailing/Street Address - State (Abbreviate State Name) TX
6	**Vendor Mailing/Street Address - Zip Code** Vendor Mailing/Street Address - Zip Code 78109
7	**Federal Identification Number** Federal Identification Number 80-4901774
8	**No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification** No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

9 **No Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.
"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

10 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

11 **Historically Underutilized Business Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

12 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business*

13 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

14 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

15 **Certification Number**

Certification Number

No response

16 **Name of Certifying Agency**

Certifying Agency

No response

17 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☐ *Non-HUB*

18 **Vendor General Contact Information**

Proposal/Contract General Contact Information

19 **Vendor Proposal/Contract Contact - First Name**

Vendor Proposal/Contract Contact - First Name

George

20 **Vendor Proposal/Contract Contact - Last Name**

Vendor Proposal/Contract Contact - Last Name

Gutierrez

21 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

ggutierrez@relianceequip.net

22 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

9818 Green Road

23 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Converse

24 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

TX

25 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

78109

26 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

512-801-8265

27 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

28 **Company Website**

Company Website (www.XXXXX.com)

https://reliancetruckandequipment.com/

29 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

30 **Purchase Order E-mail Address**

Purchase Order E-mail Address

ggutierrez@relianceequip.net

31 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

George

32 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

Gutierrez

33 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

512-801-5268

34 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

35 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

No response

36 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

No response

37 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

No response

38 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

No response

39 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

40 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

41 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

42 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

ggutierrez@relianceequip.net

43 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

George

44 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

Gutierrez

45 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

512-801-5268

46 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

47 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

No response

48 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

No response

49 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

No response

50 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

51 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

52 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

53 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Billing Agent Authorization

54 **Invoice Company Name**

Invoice Company Name

Reliance Environmental Truck Sales, LLC

55 **Invoice Company Department Name**

Invoice Company Department Name

Accounting

56 **Invoice Contact - First Name**

Invoice Contact - First Name

Jennifer

57 **Invoice Contact - Last Name**

Invoice Contact - Last Name

Lugo

58 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

9818 Green Road

59 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Converse

60 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

61 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

78109

62 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

210-648-3337

63 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

64 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

65 **Invoice Contact E-mail Address**

Invoice Contact E-mail

jlugo@relianceequip.net

66 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

No response

67 **Billing Agent Company Name**

Billing Agent Company Name

No response

68 **Billing Agent Department Name**

Billing Agent Department Name

No response

69 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

No response

70 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

No response

71 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

72 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

73 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

74 Billing Agent Mailing Address - Zip Code

Billing Agent Mailing Address - Zip Code

No response

75 Billing Agent Contact Phone Number

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

76 Billing Agent Contact Extension Number

Billing Agent Contact Extension Number

No response

77 Billing Agent Fax Number

Billing Agent Fax Number

No response

78 Billing Agent Contact E-mail Address

Billing Agent Contact E-mail Address

No response

79 Billing Agent Alternative E-mail Address

Billing Agent Alternative E-mail Address

No response

80 Shipping Via

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Other

81 Payment Terms

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

NET 30

82 Vendor's Internal/Assigned Reference/Quote Number

Vendor's Internal/Assigned Reference/Quote Number

No response

83 State or Attach Return Policy

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

84 Electronic Payments

Are electronic payments acceptable to your company?

Yes

85 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

86 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

87 **Company Name**

Company Name

Reliance Enviromental Truck Sa

88 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

89 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

90 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2*

91 **Region 3**

Region 3 - Victoria

☐ *Region 3*

92 **Region 4**

Region 4 - Houston

☐ *Region 4*

93 **Region 5**

Region 5 - Beaumont

☐ *Region 5*

94 **Region 6**

Region 6 - Huntsville

☐ *Region 6*

95	**Region 7** Region 7 - Kilgore ☐ *Region 7*
96	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
97	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
98	**Region 10** Region 10 - Richardson ☐ *Region 10*
99	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
100	**Region 12** Region 12 - Waco ☐ *Region 12*
101	**Region 13** Region 13 - Austin ☐ *Region 13*
102	**Region 14** Region 14 - Abilene ☐ *Region 14*
103	**Region 15** Region 15 - San Angelo ☐ *Region 15*
104	**Region 16** Region 16 - Amarillo ☐ *Region 16*
105	**Region 17** Region 17 - Lubbock ☐ *Region 17*
106	**Region 18** Region 18 - Midland ☐ *Region 18*

107 **Region 19**

Region 19 - El Paso

☐ *Region 19*

108 **Region 20**

Region 20 - San Antonio

☐ *Region 20*

109 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

110 **Company Name**

Company Name

Reliance Enviromental Truck Sa

111 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

I will serve all states in the United States

112 **Alabama**

Alabama

☐ *Alabama*

113 **Alaska**

Alaska

☐ *Alaska*

114 **Arizona**

Arizona

☐ *Arizona*

115 **Arkansas**

Arkansas

☐ *Arkansas*

116	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
117	**Colorado** Colorado ☐ *Colorado*
118	**Connecticut** Connecticut ☐ *Connecticut*
119	**Delaware** Delaware ☐ *Delaware*
120	**District of Columbia** District of Columbia ☐ *District of Columbia*
121	**Florida** Florida ☐ *Florida*
122	**Georgia** Georgia ☐ *Georgia*
123	**Hawaii** Hawaii ☐ *Hawaii*
124	**Idaho** Idaho ☐ *Idaho*
125	**Illinois** Illinois ☐ *Illinois*
126	**Indiana** Indiana ☐ *Indiana*
127	**Iowa** Iowa ☐ *Iowa*

128	**Kansas** Kansas ☐ *Kansas*
129	**Kentucky** Kentucky ☐ *Kentucky*
130	**Louisiana** Louisiana ☐ *Louisiana*
131	**Maine** Maine ☐ *Maine*
132	**Maryland** Maryland ☐ *Maryland*
133	**Massachusetts** Massachusetts ☐ *Massachusetts*
134	**Michigan** Michigan ☐ *Michigan*
135	**Minnesota** Minnesota ☐ *Minnesota*
136	**Mississippi** Mississippi ☐ *Mississippi*
137	**Missouri** Missouri ☐ *Missouri*
138	**Montana** Montana ☐ *Montana*
139	**Nebraska** Nebraska ☐ *Nebraska*

140	**Nevada** Nevada ☐ *Nevada*
141	**New Hampshire** New Hampshire ☐ *New Hampshire*
142	**New Jersey** New Jersey ☐ *New Jersey*
143	**New Mexico** New Mexico ☐ *New Mexico*
144	**New York** New York ☐ *New York*
145	**North Carolina** North Carolina ☐ *North Carolina*
146	**North Dakota** North Dakota ☐ *North Dakota*
147	**Ohio** Ohio ☐ *Ohio*
148	**Oklahoma** Oklahoma ☐ *Oklahoma*
149	**Oregon** Oregon ☐ *Oregon*
150	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
151	**Rhode Island** Rhode Island ☐ *Rhode Island*

152	**South Carolina** South Carolina ☐ *South Carolina*
153	**South Dakota** South Dakota ☐ *South Dakota*
154	**Tennessee** Tennessee ☐ *Tennessee*
155	**Texas** Texas ☐ *Texas*
156	**Utah** Utah ☐ *Utah*
157	**Vermont** Vermont ☐ *Vermont*
158	**Virginia** Virginia ☐ *Virginia*
159	**Washington** Washington ☐ *Washington*
160	**West Virginia** West Virginia ☐ *West Virginia*
161	**Wisconsin** Wisconsin ☐ *Wisconsin*
162	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Front Load Container** (2 to 8 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Reliance Truck - Steel Contain

2 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for Base **Model Side Load Refuse Container** (4 to 38 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Reliance Truck - Steel Contain

3 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Rear Load Refuse Container** (6 to 25 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

4 **Section I: Refuse Equipment, Products, and Supplies**

Discount(%) off catalog/price list for **Base Model Automated Side Load Refuse Container** (16 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

5 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

Alternate 1

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PACMAC - 2025A - Rear Loader

6 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Commercial Rear Load Refuse Container** (20 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

7 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Fully Automated Side Load Container** (20 to 31 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

8 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Drop Frame Automated Side Load Refuse Container** (22 to 33 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

9 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Dump Front Load Refuse Container** (23 to 28 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Commercial Side Load Refuse Container** (26 to 33 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Commercial Rear Load Container** (27 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Residential Rear Load Container** (27 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Eject Front Load Refuse Container** (28 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Commercial Front Load Refuse Container** (32 to 45 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Residential Front Load Refuse Container** (40 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Dual Trough Recycler** (33 to 38 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Trailer Body Only** (33 to 40 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Recycling Container** (35 to 42 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Chassis Mount Side Load Refuse Container** (various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model High-Capacity Recycler (various cubic sizes)** (various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Roll Off Container** (20 to 40 cubic yard with rectangular or bathtub design, 1/4" floor, 2 rollers on rear, 3/4" hook plate or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Reliance Truck - Steel Contai

23

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 MSRP_Debris Other (NO CHA

Alternate 1

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 MSRP Large Debris (NO CHA

24 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Palift Hook Load Roll Off Hoist** (9,000 to 68,000 lb. lift capacities 14,500 to 86,000 lb. GVW ratings). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

25

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Semi Trailer** (33 to 37 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

26

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Trailer Mount Side Load Refuse Container** (various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

27

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Transfer Trailer** (75 to 115 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

28

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **All Other Base Model Refuse Bodies, Containers, Hoists, and Recyclers.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

29

Section II: OPTIONAL EQUIPMENT for Refuse Bodies, Containers, Hoists, and Recyclers

Discount (%) off catalog/price list for **Optional Equipment and Upgrade Options for Refuse Bodies, Containers, Hoists, and Recyclers.** Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

30

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Dump Body** (2 to 18 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Dump Bodies

31

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Concrete Mixer** (8 to 13 cubic yard or other similar related containers, Truck Mounted). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

32

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Hydraulic Cardboard Balers, Drum Crushers and Trash Compactors.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

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Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

33

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Live Bottom Dump Trailers, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

34

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Live Bottom Truck Bodies, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

35

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **All Other Dump Bodies, Concrete Mixers, and Related Items.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Section IV: OPTIONAL EQUIPMENT for Dump Bodies and Concrete Mixers

Discount (%) off catalog/price list for **Optional Equipment and Upgrade Options for Dump Bodies, Concrete Mixers, and Related Items.** Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Dump Bodies

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Section V: Repair Parts and Supplies

Discount (%) off catalog/price list for **Repair Parts and Supplies for all Refuse/Recycle Bodies and Equipment, Containers, Dump Bodies, and Mixers.** Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 Pricing Catalog - US and

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Section II: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of all Refuse and Recycle Bodies, Containers and Other Transport Bodies - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $205.00 Total: $205.00

Response Total: $205.00

From: VALDEZ, MARTIN J.
To: JARAMILLO, DAVID M.
Subject: RE: Fleet Approvals New Vehicle
Date: Thursday, September 18, 2025 10:37:00 AM

Thanks David.

From: JARAMILLO, DAVID M. <dmjaramillo@santafenm.gov>
Sent: Thursday, September 18, 2025 9:55 AM
To: VALDEZ, MARTIN J. <mjvaldez@santafenm.gov>
Subject: Fleet Approvals New Vehicle

T o whom it may concern,

I am writing to express that in the case of **ESD, Fire, Transit, Airport, Complete streets 1 ton and above,** I'm not required to review any of their purchases. This is because I don't over see their fleet or manage those assets.

Please reach out if you have any questions.

David Jaramillo
Fleet section manager
(505)4704682
(505)9552351

Signature: Martin J Valdez

Email: mjvaldez@santafenm.gov

Signature: DEBORA TRUJILLO
DEBORA TRUJILLO (Jul 30, 2026 08:57:11 MDT)

Email: dctrujillo@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

PURCHASING_MEMO_FOR_RELIANCE_FY27

Final Audit Report 2026-08-06

Created:	2026-08-04
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmz11pUn6ILzHs_YSq5RqfV3jPzoNquFS
Documents:	PURCHASING_MEMO_FOR_RELIANCE_FY27.pdf (100 pages)
Number of Documents:	1
Document page count:	100
Number of supporting files:	0
Supporting files page count:	0

"PURCHASING_MEMO_FOR_RELIANCE_FY27" History

Document created by JUAN VELA (jevela@santafenm.gov)
2026-08-04 - 10:06:20 PM GMT- IP address: 63.232.20.2

Document emailed to JUAN VELA (jevela@santafenm.gov) for filling
2026-08-04 - 10:10:34 PM GMT

Form filled by JUAN VELA (jevela@santafenm.gov)
Form filling Date: 2026-08-04 - 10:10:50 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-08-04 - 10:11:01 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-08-04 - 10:15:18 PM GMT- IP address: 104.47.65.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-08-04 - 10:16:05 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-08-04 - 10:16:18 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-08-04 - 10:18:50 PM GMT- IP address: 153.66.19.138

Powered by Adobe Acrobat Sign

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)

2026-08-04 - 10:40:51 PM GMT- IP address: 63.232.20.2

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

Signature Date: 2026-08-06 - 8:05:06 PM GMT - Time Source: server- IP address: 153.66.19.121 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-08-06 - 8:05:06 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: July 29, 2026

To: Governing Body
Finance Committee
Public Utilities/ Public Works

From: Martin Valdez, ESD Fleet Manager MJV

Via: Jesse Roach, Interim Public Utilities Department Director Jesse Roach
Debora Trujillo, Environmental Services Division Director DT

Subject: Purchase of Two (2) 15yard Labrie Packing Bodies

Vendor Name: Reliance Environmental Truck Sales, LLC.

Munis Vendor Number: 10497

Item and Issue:
The Public Utilities Department, Environmental Services Division, requests your review and approval to purchase two (2) 15-yard Labrie Automizer side-load packing bodies from Reliance Environmental Truck Sales, LLC dba Reliance Truck & Equipment, in the total amount of $517,778.00, excluding applicable taxes. This purchase will be made through the BuyBoard Local Government Purchasing Cooperative, Contract No. 786-25, effective December 1, 2025, through November 30, 2026**.**

BACKGROUND AND SUMMARY:
Environmental Services is requesting approval to purchase two (2) 15-yard Labrie Automizer side-load packing bodies equipped with compressed natural gas (CNG) systems. These units will be mounted by Reliance Environmental Truck Sales onto new CNG-powered Kenworth L770 chassis.

The purchase will replace two (2) aging 15-yard side-load recycling vehicles that are approaching 10 years of service and are becoming increasingly unreliable due to rising maintenance costs. Over the past two years, these Labrie Automizer packing bodies have demonstrated exceptional reliability, operational efficiency, and durability within the Environmental Services fleet, making them a proven replacement solution.

This acquisition also supports the City of Santa Fe's commitment to reducing greenhouse gas emissions and lowering its carbon footprint by continuing the transition to cleaner, more sustainable CNG-powered fleet vehicles.

FUNDING SOURCE:

Fund Name/Number: ESD Enterprise Fund / Fund 510

Munis Org Name/Number: ESD Commercial Collections / 5100335

Munis Object Name/Number: Vehicles > 1.5 / 571000

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/03/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was:

BuyBoard Local Government Purchasing Cooperative No. 786-25, effective December 1, 2025, through November 30, 2026.

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato Montano **Date:** 08/03/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☒ Yes | ☐ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:
Vendor's Quote and Specs
BuyBoard Contract Award Letter and Summary
RFP #786-25 Acceptance and Contract Agreement
Fleet Maintenance Manager's Memo

RELIANCE
AN OWEN COMPANY

Quote #: 202601832
Quote Date: 7/22/2026
Quote Valid Until: 12/18/2026

100 Covelo Ave
Fort Worth, TX 76111

Prepared By: Jon Loftis
Phone:
E-Mail: jloftis@relianceequip.net

Quote For:
City of Santa Fe - NM
Martin Valdez

Quantity 2 - $517,778

Equipment - Model	Type	Delivery	Freight	Quote Total Per Unit
Automizer Right Hand - 2026	Refuse	150-180 days ARC	Santa FE	$258889.00

Equipment Detail

Quantity	Equipment Description
1	15yd Automizer (15 0)
1	Hopper floor liner: 0.250 Hardox 450 steel
1	Larger clean out doors and foldable ladder
1	Body floor liner at front-of-body: 0.160" Hardox 450 steel - 48" long
1	Central grease point for follower panel rollers
1	Hopper side wall liners: 4mm Hardox 450 steel
1	Central grease point for packer shoes and rails
1	Retainer teeth under breaker bar
1	Body Side Wall liners: 1/8" x 18" x 24" Hardox 450
1	Environmental spill kit in toolbox
1	CAUTION THIS VEHICLE STOPS AND BACKS FREQUENTLY, 74.5in x 23.5in
1	Anti-sail bars on rear mudflaps
1	Fire Extinguisher- 20 lbs
1	PLAN B1 - Add 1 year on hydraulics PUMPS AND VALVES only for a total of 2 years (incl. hyd cooler)
1	Quad Envirolink Cameras - RH Post (Arm), Tailgate, Hopper, Curbside Alley
1	EnviroLink 9" Color Monitor (DVR) (4 Channels) on ceiling
1	Protection on Cameras

Quantity	Equipment Description
1	Auxiliary arm controls in-cab: RH-side, (Mini-joystick style)
1	Crusher panel control on joystick
1	Packer control on joystick
1	Automatic pump shut off at 50 km/h- 32 mph
1	Spill Shield
1	Grabber counting device: counts number of carts dumped
1	Multifunction Lights Package:
1	Back up lights: Qty 2 additional on mid-body rubrails - LED type
1	Back up lights: Qty 2 additional on tailgate position 2/3 - 4" LED type
1	Work light kit: dual, in-cab single manual switch - LED type :
1	Lights: amber, alternating, flashing 4" LED in front-of-body - Qty 2

Additional Requests

Quantity	Description
1	CNG Filling Port on Front Bumper Streetside
1	Ignition Interlock on Streetside Front Bumper Filling Port Cap
1	Heavy Duty Arm & Gripper, "32 to 95 US gal"
1	Regen Valve on Packer Cylinders
1	Wheel chocks (2) on Rubrail Curbside in Front of Rear Wheels
1	Toolbox on Chassis Aluminium 24"D x 24"H x 14"W (Swing Door)
1	3 body paint colors
1	CNG System Back of Cab System - 75DGE

Terms and Conditions

Please read carefully. This quote becomes a sales order if signed by customer. Please, notify of any changes needed within five (5) days of signing. Pricing is subject to change to reflect additional costs incurred directly by us or passed through to us by our vendors as a direct result of future tariffs, trade policies, or government-imposed duties.

X_____ Date:_____
Martin Valdez or Company Representative
By signing I confirm I have read and understand the terms and conditions on this Order.

Reliance Truck and Equipment would like to thank you for your time and the opportunity to earn your business!

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

George Gutierrez
Reliance Enviromental Truck Sales, LLC dba Reliance Truck & Equipment
9818 Green Road
Converse, TX 78109

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 786-25, Refuse and Recycle Bodies, Containers, and Other Transport Bodies

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 12/1/2025 through 11/30/2026 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 786-25 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Electronic Delivery

George Gutierrez
Reliance Enviromental Truck Sales, LLC dba Reliance Truck & Equipment
9818 Green Road
Converse, TX 78109

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 786-25, Refuse and Recycle Bodies, Containers, and Other Transport Bodies

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 12/1/2025 through 11/30/2026 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 786-25 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

v.01.03.2025

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Refuse and Recycle Bodies, Containers, and Other Transport Bodies	**Proposal Due Date/Opening Date and Time** June 26, 2025, at 4:00 PM
Proposal Invitation Number 786-25	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2025, through November 30, 2026, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** October 2025

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Reliance Enviromental Truck Sales, LLC
Name of Proposing Company

6-26-25
Date

9818 Green Road
Street Address

George Gutierrez
Signature of Authorized Company Official

Converse, Texas 78750
City, State, Zip

George Gutierrez
Printed Name of Authorized Company Official

512-801-5268
Telephone Number of Authorized Company Official

Regional Manager
Position or Title of Authorized Company Official

210-248-3066
Fax Number of Authorized Company Official

82-4901774
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: GG

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial JJ

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: gg

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: GG

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:**

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: GG

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: GG

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, price lists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: GG

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, price lists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, price lists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: JJ

B. Copyright Information

Does your Proposal (including forms, documentation, price lists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, price lists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, price lists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/price list name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: gg

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** JJ

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: GG

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: GG

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: GG

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Reliance Truck and Equipment, LLC.

Company Name

George Gutierrez

Signature of Authorized Company Official

George Gutierrez - Regional Manager

Printed Name and Title

6-26-26

Date

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

RelianceTruck and Equipment, LLC.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ■ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 82-4901774
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* _____

_____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

RELIANCE ENVIRONMENTAL TRUCK SALES, LLC

2 Business name/disregarded entity name, if different from above.

RELIANCE TRUCK & EQUIPMENT

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

9818 GREEN ROAD

6 City, state, and ZIP code

CONVERSE, TX 78109

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

8	2	–	4	9	0	1	7	7	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** James O Trump **Date** 5/13/2024

General Instructions

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

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

What's New

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

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

Purpose of Form

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

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800.695.2919 • bids@buyboard.com • buyboard.com

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $200k estimated. (The period of the 12-month period is January 24 / December 24). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)	Y	6 Years	Refuse
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Austin	Dale Johnson	512-470-2739	dale.johnson@ci.austin.tx		
2.	City of San Antonio	David Badillo	210-207-6413	david.badillo@sanantonio.gov		
3.	City of Edinburg	Ramiro Gomez	956-369-3140	rgomez@cityofedinburg.com		
4.	City of Mission	Roel Mendiola	956-270-2250	rmendiola@missiontexas.us		
5.	City of Schulenburg	Glen Harden	979-743-9239	g.harden@schulenburgtx.org		

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Company Profile:

Reliance Truck and Equipment, LLC

Reliance Truck and Equipment, LLC provides customers with various service and parts options. We currently operate three brick-and-mortar facilities in San Antonio, Dallas/Fort Worth, and Houston. Each site is staffed with fully trained and certified personnel in all our municipal product lines.

Our Products:

- **CUES**
- **Labrie**
- **Multihog**
- **Serco Loaders**
- **Rentals**

Locations:

San Antonio Location:

- **9818 Green Road, Converse, Texas 78222**
- **Operating Hours: 8:00 AM – 5:00 PM, Monday to Friday**

Dallas/Fort Worth Location:

- **100 Covelo Ave, Fort Worth, Texas 76111**
- **Operating Hours: 8:00 AM – 5:00 PM, Monday to Friday**

Houston Location:

- **4411 Airline Drive, Houston, Texas 77022**
- **Operating Hours: 8:00 AM – 5:00 PM, Monday to Friday**

Management Team:

- **Regional Manager: Jon Loftis (jloftis@relianceequip.net, 817-584-1860)**
- **Regional Manager: George Gutierrez (ggutierrez@relianceequip.net, 512-801-5268)**
- **Service Manager: Grady Cooper (gcooper@relianceequip.net, 210-596-2072)**
- **Service Manager: Jonathan "JR" Rogers (jrogers@relianceequip.net 817-229-3243)**
- **Parts: Shelby Martin (smartin@relianceequip.net – 210-709-7833)**
- **Parts: Lisandra Almendariz (lalmendariz@relianceequip.net 682-446-8055)**
- **Sales Team:**

- **Zach Dotson (zdotson@relianceequip.net, 832-623-1656)**
- **Matt Rendon (mrendon@relianceequip.net, 281-954-1456)**

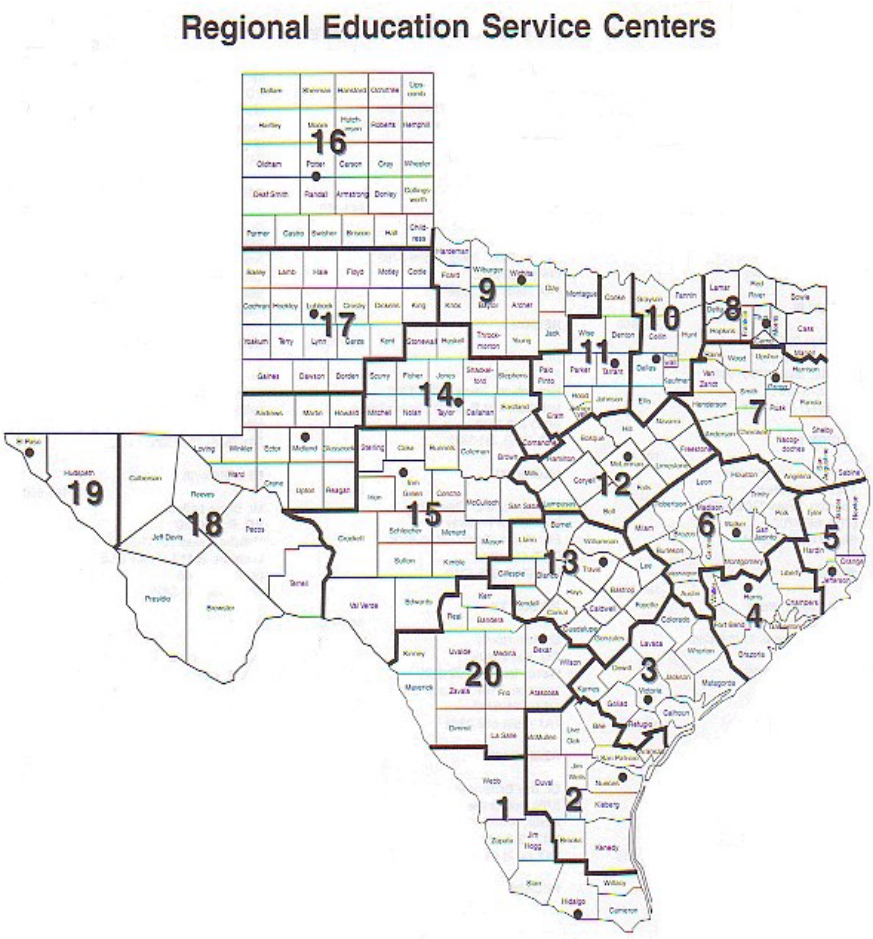
Parts and Service:

- **Parts and services are available with stock inventory managed by our Parts and Service Manager.**

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date*.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- [x] I will service all states in the United States.
- [ ] I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

RelianceTruck and Equipment, LLC.	786-25
Name of Vendor	Proposal Invitation Number
George Gutierrez	George Gutierrez
Signature of Authorized Company Official	Printed Name of Authorized Company Official

6-26-25

Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Reliance Truck and Equipment, LLC. is not for sale, in business since 2002

There are not transaction that would significantly alter the business

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Reliance has facilities in Houston, San Antonio/Converse and Dallas/ Fort Worth

these brick and mortar facilities are staffed with Parts, Service and Account Managers

to assist our customers with any services needed we are supported by our

Manufactures which in total brings together over 100 plus years of experience

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

We now have a marketing department dedicated to bring our customer up to date

nformation regarding our services, staff, and how to purchase with our partnership through

BuyBoard. Additional as we support our customer at various conferences we do advertise

our BuyBoard information on our equipment and tables for all to see.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Financial health of Reliance is excellent, Open credit terms with all our Manufactures including Cues. We are bondable and our insurance is attached for review.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

June 26, 2025

To: The Local Government Purchasing Cooperative

Re: Leach, Wittke and Labrie Unit Sales & Repair Part Sales/Service

Please accept this response to your inquiry on our distribution method for unit sale, service and support parts of our Leach, Wittke and Labrie brand of products.

All of our service part sales for our North American distribution channel originate from our USA operations site in Lafayette, Georgia. All of our end user part sales occur through authorized distributors with defined territories.

The entire state of Texas and New Mexico falls into the geographic area which is supported by Reliance Truck and Equipment, 9818 Green Road, Converse TX. Reliance Truck and Equipment is the only OEM distributor authorized to sell new equipment and parts, and provide warranty and repair service for Leach, Labrie and Wittke brand refuse and recycling body haulers for your account.

Should you have any further questions, do not hesitate in contacting us. If a price list is needed, please contact Reliance Truck and Equipment or our office directly.

Best Regards,

David Day

David Day
Executive Vice President

pac-mac

160 COMMERCE DRIVE • BAY SPRINGS, MS • 39422

June 26, 2025

Texas Buy Board Purchasing Cooperative
Austin, TX 78767

To Whom It May Concern,

This letter is to acknowledge that Reliance Truck and Equipment is authorized to sale Pac-Mac products in the state of Texas.

Should you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

Mark Dyess

Mark Dyess
Pac-Mac National Sales Manager
Mobile: 601.670.3290
Office: 601.764.4121, ext. 3358
Email: dyess.mark@hol-mac.com

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Section I: Refuse Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Base Model Front Load Container** (2 to 8 cubic yard or other similar related containers).
2. Discount (%) off catalog/pricelist for **Base Model Side Load Refuse Container** (4 to 38 cubic yard or other similar related containers).
3. Discount (%) off catalog/pricelist for **Base Model Rear Load Refuse Container** (6 to 25 cubic yard or other similar related containers)
4. Discount (%) off catalog/pricelist for **Base Model Automated Side Load Refuse Container** (16 to 32 cubic yard or other similar related containers).
5. Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or other similar related containers).
6. Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Refuse Container** (20 to 32 cubic yard or other similar related containers).
7. Discount (%) off catalog/pricelist for **Base Model Fully Automated Side Load Container** (20 to 31 cubic yard or other similar related containers).
8. Discount (%) off catalog/pricelist for **Base Model Drop Frame Automated Side Load Refuse Container** (22 to 33 cubic yard or other similar related containers).
9. Discount (%) off catalog/pricelist for **Base Model Dump Front Load Refuse Container** (23 to 28 cubic yard or other similar related containers).
10. Discount (%) off catalog/pricelist for **Base Model Commercial Side Load Refuse Container** (26 to 33 cubic yard or other similar related containers).

11. Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Container** (27 cubic yard or other similar related containers).
12. Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Container** (27 cubic yard or other similar related containers).
13. Discount (%) off catalog/pricelist for **Base Model Eject Front Load Refuse Container** (28 to 32 cubic yard or other similar related containers).
14. Discount (%) off catalog/pricelist for **Base Model Commercial Front Load Refuse Container** (32 to 45 cubic yard or other similar related containers).
15. Discount (%) off catalog/pricelist for **Base Model Residential Front Load Refuse Container** (40 cubic yard or other similar related containers).
16. Discount (%) off catalog/pricelist for **Base Model Dual Trough Recycler** (33 to 38 cubic yard or other similar related containers).
17. Discount (%) off catalog/pricelist for **Base Model Trailer Body Only** (33 to 40 cubic yard or other similar related containers).
18. Discount (%) off catalog/pricelist for **Base Model Recycling Container** (35 to 42 cubic yard or other similar related containers).
19. Discount (%) off catalog/pricelist for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers).
20. Discount (%) off catalog/pricelist for **Base Model Chassis Mount Side Load Refuse Container** (various cubic sizes).
21. Discount (%) off catalog/pricelist for **Base Model High-Capacity Recycler** (various cubic sizes).
22. Discount (%) off catalog/pricelist for **Base Model Roll Off Container** (20 to 40 cubic yard with rectangular or bathtub design, 1/4" floor, 2 rollers on rear, 3/4" hook plate or other similar related containers).
23. Discount (%) off catalog/pricelist for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes).
24. Discount (%) off catalog/pricelist for **Base Model Palift Hook Load Roll Off Hoist** (9,000 to 68,000 lb. lift capacities 14,500 to 86,000 lb. GVW ratings).
25. Discount (%) off catalog/pricelist for **Base Model Semi Trailer** (33 to 37 cubic yard or other similar related containers).
26. Discount (%) off catalog/pricelist for **Base Model Trailer Mount Side Load Refuse Container** (various cubic sizes).
27. Discount (%) off catalog/pricelist for **Base Model Transfer Trailer** (75 to 115 cubic yard or other similar related containers).
28. Discount (%) off catalog/pricelist for **All Other Base Model Refuse Bodies, Containers, Hoists, and Recyclers.**

Section II: OPTIONAL EQUIPMENT for Refuse Bodies, Containers, Hoists, and Recyclers

29. Discount (%) off catalog/pricelist for **Optional Equipment and Upgrade Options for Refuse Bodies, Containers, Hoists, and Recyclers.**

Section III: Dump Bodies, Concrete Mixers, and Related Items

30. Discount (%) off catalog/pricelist for **Base Model Dump Body** (2 to 18 cubic yard or other similar related containers).
31. Discount (%) off catalog/pricelist for **Base Model Concrete Mixer** (8 to 13 cubic yard or other similar related containers, Truck Mounted).
32. Discount (%) off catalog/pricelist for **Hydraulic Cardboard Balers, Drum Crushers and Trash Compactors.**
33. Discount (%) off catalog/pricelist for **Base Model Live Bottom Dump Trailers, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
34. Discount (%) off catalog/pricelist for **Base Model Live Bottom Truck Bodies, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment).
35. Discount (%) off catalog/pricelist for **All Other Dump Bodies, Concrete Mixers, and Related Items.**

Section IV: OPTIONAL EQUIPMENT for Dump Bodies and Concrete Mixers

36. Discount (%) off catalog/pricelist for **Optional Equipment and Upgrade Options for Dump Bodies, Concrete Mixers, and Related Items.**

Section V: Repair Parts and Supplies

37. Discount (%) off catalog/pricelist for **Repair Parts and Supplies for all Refuse/Recycle Bodies and Equipment, Containers, Dump Bodies, and Mixers.**

Section VI: Installation and Repair Service

38. **Hourly Labor Rate for Installation/Repair Service of all Refuse and Recycle Bodies, Containers and Other Transport Bodies** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Proposal Specifications** *with Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and* **Manufacturer Authorization Letters** *must be submitted with the Proposal or the Proposal will not be considered.*

RELIANCE ENVIRONMENTAL TRUCK SALES, LLC Information

Contact: GEORGE GUTIERREZ
Address: 9818 GREEN RD
CONVERSE, TX 78109
Phone: (210) 648-3337
Email: GGUTIERREZ@RELIANCEEQUIP.NET

By submitting your response, you certify that you are authorized to represent and bind your company.

George Gutierrez
Signature

ggutierrez@relianceequip.net
Email

Submitted at 6/26/2025 03:48:27 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No.786-25, Refuse and Recycle Bodies, Containers, and Other Transport Bodies

Proposal No. 786-25..pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at www.buyboard.com.vendor including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (**DO NOT** password protect uploaded files.)

Manufacturer Catalog(s) and/or Product Price list(s)

Labrie - 2026A.pdf

REQUIRED-In **PDF format ONLY,** upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (**DO NOT** password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (**DO NOT** password protect uploaded files.)

Manufacturer Authorization Letter(s)

Labrie - 2026A.pdf

REQUIRED A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1.Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2.Addressed to “The Local Government Purchasing Cooperative”,
3.Dated within the current calendar year,
4.List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5.Name, Title, and Signature of Authorized Official from Manufacturer.

Company Profile

Company Profile - Reliance.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in **Word format**, with your Proposal. *(Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)* (**DO NOT** password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W9-RELIANCE.pdf

REQUIRED-In PDF format, upload W-9 form. (**DO NOT** password protect uploaded files.)

Response Attachments

2025 MSRP_Debris Other (NO CHASSIS) - HOIST _ Debre.pdf

2025 MSRP_Debris Other (NO CHASSIS) - HOIST _ Debre

2025 MSRP_Small Medium Debris (NO CHASSIS) - Loader.pdf

2025 MSRP_Small Medium Debris (NO CHASSIS) - Loader

Pac-Mac _ Texas Buy Board Letter.pdf

Pac-Mac _ Texas Buy Board Letter

Reliance - AC Disposal Local Govt Purcahsing Coop letter.pdf

Reliance - AC Disposal Local Govt Purcahsing Coop letter

BeauROc.pdf

BeauRoc - Letter

2025 Pricing Catalog - US and CAD - FINAL.pdf

2025 Pricing Catalog - US and CAD - FINAL

Bid Attributes

1	**Name of Proposing Company (Legal Name)** By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract. List the **LEGAL NAME** of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. Reliance Enviromental Truck Sales, LLC
2	**Vendor Business Name** Name by which Vendor, if awarded, wishes to be identified on the BuyBoard. If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used. Reliance Truck & Equipment
3	**Vendor Mailing/Street Address** Vendor Mailing/Street Address 9818 Green Road

4	**Vendor Mailing/Street Address - City** Vendor Mailing/Street Address - City Converse
5	**Vendor Mailing/Street Address - State** Vendor Mailing/Street Address - State (Abbreviate State Name) TX
6	**Vendor Mailing/Street Address - Zip Code** Vendor Mailing/Street Address - Zip Code 78109
7	**Federal Identification Number** Federal Identification Number 80-4901774
8	**No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification** No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

9 **No Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.
"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

10 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

11 **Historically Underutilized Business Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

12 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business*

13 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

14 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

15 **Certification Number**

Certification Number

No response

16 **Name of Certifying Agency**

Certifying Agency

No response

17 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☐ *Non-HUB*

18 **Vendor General Contact Information**

Proposal/Contract General Contact Information

19 **Vendor Proposal/Contract Contact - First Name**

Vendor Proposal/Contract Contact - First Name

George

20 **Vendor Proposal/Contract Contact - Last Name**

Vendor Proposal/Contract Contact - Last Name

Gutierrez

21 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

ggutierrez@relianceequip.net

22 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

9818 Green Road

23 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Converse

24 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

TX

25 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

78109

26 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

512-801-8265

27 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

28 **Company Website**

Company Website (www.XXXXX.com)

https://reliancetruckandequipment.com/

29 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

30 **Purchase Order E-mail Address**

Purchase Order E-mail Address

ggutierrez@relianceequip.net

31 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

George

32 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

Gutierrez

33 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

512-801-5268

34 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

35 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

No response

36 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

No response

37 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

No response

38 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

No response

39 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

40 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

41 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

42 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

ggutierrez@relianceequip.net

43 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

George

44 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

Gutierrez

45 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

512-801-5268

46 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

47 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

No response

48 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

No response

49 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

No response

50 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

51 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

52 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

53 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Billing Agent Authorization

54 **Invoice Company Name**

Invoice Company Name

Reliance Environmental Truck Sales, LLC

55 **Invoice Company Department Name**

Invoice Company Department Name

Accounting

56 **Invoice Contact - First Name**

Invoice Contact - First Name

Jennifer

57 **Invoice Contact - Last Name**

Invoice Contact - Last Name

Lugo

58 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

9818 Green Road

59 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Converse

60 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

61 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

78109

62 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

210-648-3337

63 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

64 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

65 **Invoice Contact E-mail Address**

Invoice Contact E-mail

jlugo@relianceequip.net

66 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

No response

67 **Billing Agent Company Name**

Billing Agent Company Name

No response

68 **Billing Agent Department Name**

Billing Agent Department Name

No response

69 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

No response

70 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

No response

71 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

72 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

73 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

74 Billing Agent Mailing Address - Zip Code

Billing Agent Mailing Address - Zip Code

No response

75 Billing Agent Contact Phone Number

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

76 Billing Agent Contact Extension Number

Billing Agent Contact Extension Number

No response

77 Billing Agent Fax Number

Billing Agent Fax Number

No response

78 Billing Agent Contact E-mail Address

Billing Agent Contact E-mail Address

No response

79 Billing Agent Alternative E-mail Address

Billing Agent Alternative E-mail Address

No response

80 Shipping Via

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Other

81 Payment Terms

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

NET 30

82 Vendor's Internal/Assigned Reference/Quote Number

Vendor's Internal/Assigned Reference/Quote Number

No response

83 State or Attach Return Policy

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

84 Electronic Payments

Are electronic payments acceptable to your company?

Yes

85 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

86 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

87 **Company Name**

Company Name

Reliance Enviromental Truck Sa

88 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

89 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

90 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2*

91 **Region 3**

Region 3 - Victoria

☐ *Region 3*

92 **Region 4**

Region 4 - Houston

☐ *Region 4*

93 **Region 5**

Region 5 - Beaumont

☐ *Region 5*

94 **Region 6**

Region 6 - Huntsville

☐ *Region 6*

95	**Region 7** Region 7 - Kilgore ☐ *Region 7*
96	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
97	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
98	**Region 10** Region 10 - Richardson ☐ *Region 10*
99	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
100	**Region 12** Region 12 - Waco ☐ *Region 12*
101	**Region 13** Region 13 - Austin ☐ *Region 13*
102	**Region 14** Region 14 - Abilene ☐ *Region 14*
103	**Region 15** Region 15 - San Angelo ☐ *Region 15*
104	**Region 16** Region 16 - Amarillo ☐ *Region 16*
105	**Region 17** Region 17 - Lubbock ☐ *Region 17*
106	**Region 18** Region 18 - Midland ☐ *Region 18*

107 **Region 19**

Region 19 - El Paso

☐ *Region 19*

108 **Region 20**

Region 20 - San Antonio

☐ *Region 20*

109 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

110 **Company Name**

Company Name

Reliance Enviromental Truck Sa

111 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

I will serve all states in the United States

112 **Alabama**

Alabama

☐ *Alabama*

113 **Alaska**

Alaska

☐ *Alaska*

114 **Arizona**

Arizona

☐ *Arizona*

115 **Arkansas**

Arkansas

☐ *Arkansas*

116	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
117	**Colorado** Colorado ☐ *Colorado*
118	**Connecticut** Connecticut ☐ *Connecticut*
119	**Delaware** Delaware ☐ *Delaware*
120	**District of Columbia** District of Columbia ☐ *District of Columbia*
121	**Florida** Florida ☐ *Florida*
122	**Georgia** Georgia ☐ *Georgia*
123	**Hawaii** Hawaii ☐ *Hawaii*
124	**Idaho** Idaho ☐ *Idaho*
125	**Illinois** Illinois ☐ *Illinois*
126	**Indiana** Indiana ☐ *Indiana*
127	**Iowa** Iowa ☐ *Iowa*

128	**Kansas** Kansas ☐ *Kansas*
129	**Kentucky** Kentucky ☐ *Kentucky*
130	**Louisiana** Louisiana ☐ *Louisiana*
131	**Maine** Maine ☐ *Maine*
132	**Maryland** Maryland ☐ *Maryland*
133	**Massachusetts** Massachusetts ☐ *Massachusetts*
134	**Michigan** Michigan ☐ *Michigan*
135	**Minnesota** Minnesota ☐ *Minnesota*
136	**Mississippi** Mississippi ☐ *Mississippi*
137	**Missouri** Missouri ☐ *Missouri*
138	**Montana** Montana ☐ *Montana*
139	**Nebraska** Nebraska ☐ *Nebraska*

140	**Nevada** Nevada ☐ *Nevada*
141	**New Hampshire** New Hampshire ☐ *New Hampshire*
142	**New Jersey** New Jersey ☐ *New Jersey*
143	**New Mexico** New Mexico ☐ *New Mexico*
144	**New York** New York ☐ *New York*
145	**North Carolina** North Carolina ☐ *North Carolina*
146	**North Dakota** North Dakota ☐ *North Dakota*
147	**Ohio** Ohio ☐ *Ohio*
148	**Oklahoma** Oklahoma ☐ *Oklahoma*
149	**Oregon** Oregon ☐ *Oregon*
150	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
151	**Rhode Island** Rhode Island ☐ *Rhode Island*

152	**South Carolina** South Carolina ☐ *South Carolina*
153	**South Dakota** South Dakota ☐ *South Dakota*
154	**Tennessee** Tennessee ☐ *Tennessee*
155	**Texas** Texas ☐ *Texas*
156	**Utah** Utah ☐ *Utah*
157	**Vermont** Vermont ☐ *Vermont*
158	**Virginia** Virginia ☐ *Virginia*
159	**Washington** Washington ☐ *Washington*
160	**West Virginia** West Virginia ☐ *West Virginia*
161	**Wisconsin** Wisconsin ☐ *Wisconsin*
162	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Front Load Container** (2 to 8 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Reliance Truck - Steel Contain

2 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for Base **Model Side Load Refuse Container** (4 to 38 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Reliance Truck - Steel Contain

3 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Rear Load Refuse Container** (6 to 25 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

4 **Section I: Refuse Equipment, Products, and Supplies**

Discount(%) off catalog/price list for **Base Model Automated Side Load Refuse Container** (16 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

5 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

Alternate 1

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PACMAC - 2025A - Rear Loader

6 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Commercial Rear Load Refuse Container** (20 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

7 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Fully Automated Side Load Container** (20 to 31 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

8 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Drop Frame Automated Side Load Refuse Container** (22 to 33 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

9 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Base Model Dump Front Load Refuse Container** (23 to 28 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Labrie - 2026A

10

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Commercial Side Load Refuse Container** (26 to 33 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Commercial Rear Load Container** (27 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Residential Rear Load Container** (27 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Eject Front Load Refuse Container** (28 to 32 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Commercial Front Load Refuse Container** (32 to 45 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Residential Front Load Refuse Container** (40 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Dual Trough Recycler** (33 to 38 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Trailer Body Only** (33 to 40 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Recycling Container** (35 to 42 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 MSRP Large Debris (NO CHA

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Chassis Mount Side Load Refuse Container** (various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model High-Capacity Recycler (various cubic sizes)** (various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Roll Off Container** (20 to 40 cubic yard with rectangular or bathtub design, 1/4" floor, 2 rollers on rear, 3/4" hook plate or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Reliance Truck - Steel Contai

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Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 MSRP_Debris Other (NO CHA

Alternate 1

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 MSRP Large Debris (NO CHA

24

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Palift Hook Load Roll Off Hoist** (9,000 to 68,000 lb. lift capacities 14,500 to 86,000 lb. GVW ratings). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

25

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Semi Trailer** (33 to 37 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

26

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Trailer Mount Side Load Refuse Container** (various cubic sizes). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

27

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Base Model Transfer Trailer** (75 to 115 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

28

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/price list for **All Other Base Model Refuse Bodies, Containers, Hoists, and Recyclers.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Section II: OPTIONAL EQUIPMENT for Refuse Bodies, Containers, Hoists, and Recyclers

Discount (%) off catalog/price list for **Optional Equipment and Upgrade Options for Refuse Bodies, Containers, Hoists, and Recyclers.** Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Dump Body** (2 to 18 cubic yard or other similar related containers). Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Dump Bodies

31

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Concrete Mixer** (8 to 13 cubic yard or other similar related containers, Truck Mounted). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to “The Local Government Purchasing Cooperative”,
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

32

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Hydraulic Cardboard Balers, Drum Crushers and Trash Compactors.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

33

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Live Bottom Dump Trailers, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

34

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **Base Model Live Bottom Truck Bodies, Accessories and Attachments** (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

35

Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/price list for **All Other Dump Bodies, Concrete Mixers, and Related Items.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Section IV: OPTIONAL EQUIPMENT for Dump Bodies and Concrete Mixers

Discount (%) off catalog/price list for **Optional Equipment and Upgrade Options for Dump Bodies, Concrete Mixers, and Related Items.** Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Dump Bodies

37

Section V: Repair Parts and Supplies

Discount (%) off catalog/price list for **Repair Parts and Supplies for all Refuse/Recycle Bodies and Equipment, Containers, Dump Bodies, and Mixers.** Catalog/Price list MUST be included or proposal will not be considered.

Total: .01%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/price list(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/price list(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

PROPOSAL NOTE 3: The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

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- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2025 Pricing Catalog - US and

38

Section II: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of all Refuse and Recycle Bodies, Containers and Other Transport Bodies - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $205.00 Total: $205.00

Response Total: $205.00

From: VALDEZ, MARTIN J.
To: JARAMILLO, DAVID M.
Subject: RE: Fleet Approvals New Vehicle
Date: Thursday, September 18, 2025 10:37:00 AM

Thanks David.

From: JARAMILLO, DAVID M. <dmjaramillo@santafenm.gov>
Sent: Thursday, September 18, 2025 9:55 AM
To: VALDEZ, MARTIN J. <mjvaldez@santafenm.gov>
Subject: Fleet Approvals New Vehicle

T o whom it may concern,

I am writing to express that in the case of **ESD, Fire, Transit, Airport, Complete streets 1 ton and above,** I'm not required to review any of their purchases. This is because I don't over see their fleet or manage those assets.

Please reach out if you have any questions.

David Jaramillo
Fleet section manager
(505)4704682
(505)9552351

Signature: Martin J Valdez

Email: mjvaldez@santafenm.gov

Signature: DEBORA TRUJILLO
DEBORA TRUJILLO (Jul 29, 2026 13:00:23 MDT)

Email: dctrujillo@santafenm.gov

Signature: 

Email: jdroach@santafenm.gov

PURCHASING MEMO FOR RELIANCE FY27 II

Final Audit Report 2026-07-29

Created:	2026-07-29
By:	MARTIN VALDEZ (mjvaldez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhgZbtGvkMIUOSLiLAzWMiU4G1k6T29Kd
Documents:	PURCHASING MEMO FOR RELIANCE FY27 II.pdf (2 pages) RELIANCE QUOTE_SPECS II.pdf (3 pages) Reliance Acceptance Letter_Agreement.pdf (3 pages) Reliance Enviromental Proposal_Contract Docs.pdf (90 pages) FLEET MANAGERS RECUSAL MEMO.pdf (1 page)
Number of Documents:	5
Document page count:	100
Number of supporting files:	0
Supporting files page count:	0

"PURCHASING MEMO FOR RELIANCE FY27 II" History

Document created by MARTIN VALDEZ (mjvaldez@santafenm.gov)
2026-07-29 - 5:36:20 PM GMT- IP address: 63.232.20.2

Document emailed to MARTIN VALDEZ (mjvaldez@santafenm.gov) for signature
2026-07-29 - 5:39:35 PM GMT

Document e-signed by MARTIN VALDEZ (mjvaldez@santafenm.gov)
Signature Date: 2026-07-29 - 5:40:25 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

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2026-07-29 - 5:40:29 PM GMT

Email viewed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
2026-07-29 - 6:59:48 PM GMT- IP address: 104.47.64.254

Document e-signed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
Signature Date: 2026-07-29 - 7:00:23 PM GMT - Time Source: server- IP address: 98.32.45.87 - Signature Appearance Selected: TYPE

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2026-07-29 - 7:00:26 PM GMT

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Email viewed by Jesse Roach (jdroach@santafenm.gov)

2026-07-29 - 7:00:35 PM GMT- IP address: 62.10.205.18

Document e-signed by Jesse Roach (jdroach@santafenm.gov)

Signature Date: 2026-07-29 - 11:46:26 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-29 - 11:46:26 PM GMT

PURCHASING_MEMO_FOR_RELIANCE_FY27_II

Final Audit Report 2026-08-03

Created:	2026-08-03
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyeF4XFSG6tW-NY1j3kSBfaLrawTGapGQ
Documents:	PURCHASING_MEMO_FOR_RELIANCE_FY27_II.pdf (102 pages)
Number of Documents:	1
Document page count:	102
Number of supporting files:	0
Supporting files page count:	0

"PURCHASING_MEMO_FOR_RELIANCE_FY27_II" History

Document created by JUAN VELA (jevela@santafenm.gov)
2026-08-03 - 3:16:26 PM GMT- IP address: 63.232.20.2

Document emailed to JUAN VELA (jevela@santafenm.gov) for filling
2026-08-03 - 3:23:16 PM GMT

Form filled by JUAN VELA (jevela@santafenm.gov)
Form filling Date: 2026-08-03 - 3:23:53 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-08-03 - 3:24:05 PM GMT

Email sent to inancecommitteemeeting@santafenm.gov bounced and could not be delivered
2026-08-03 - 3:24:11 PM GMT

Email sent to pubicworksutilitiescommitteemeeting@santafenm.gov bounced and could not be delivered
2026-08-03 - 3:24:15 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-08-03 - 4:06:55 PM GMT- IP address: 104.47.65.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-08-03 - 4:08:06 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Powered by Adobe Acrobat Sign

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign

2026-08-03 - 4:08:19 PM GMT

Email sent to inancecommitteemeeting@santafenm.gov bounced and could not be delivered

2026-08-03 - 4:08:25 PM GMT

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)

Signature Date: 2026-08-03 - 5:07:57 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-08-03 - 5:07:57 PM GMT

DATE: **August 7, 2026**

TO: **Finance Committee, Public Works and Utilities, and Governing Body**

FROM: **John Dickinson, Airport Director** JCD
JCD

VIA: **Paulette Ortiz, Grants Administrator** PO

ITEM AND ISSUE:

Request For Approval of Amendment No. 1 to the New Mexico Department of Transportation Aviation Division Grant # SAF-25-02 for change of purpose and extension of time to 12/31/2027.

(John Dickinson Airport Director, jxdickinson@santafenm.gov; Paulette Ortiz Grants Administrator, pkortiz@santafenm.gov)

BACKGROUND AND SUMMARY:

The City of Santae Fe Governing Body Accepted New Mexico Department of Transportation Grant # 25-02 in the amount of $540,000 during the 01/29/2025 Governing Body meeting. This Grant was awarded, in addition to funding from FAA, to fund the North Apron Design.

The New Mexico Department of Transportation Aviation Division has issued an amendment to SAF-25-02 for a change of purpose to utilize this grant funding for pavement rehab to runway 15/33 and 2/20 in addition this grant will now be expiring on 12/31/2027.

ACTION:

Approval of Amendment No. 1 to the New Mexico Department of Transportation Aviation Division Grant # SAF 25-02 for change of propose and time extension.

COMMITTEE REVIEW:

Public Works & Utilities: 8/17/2026
Finance Committee: 8/24/2026
Governing Body: 8/26/2026

ERIKA LUJAN
ERIKA LUJAN (Aug 11, 2026 17:36:02 MDT)

Aug 11, 2026

Repurposed to $531,440.

City Council

Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4
Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

Docusign Envelope ID: D3A2C303-76C7-8CED-8376-B7B6D2D0C2EE

Project No. SAF-25-02-01

Contract No. AVA1643

Vendor No. 0000054360

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the CITY OF SANTA FE , (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 1, Purpose, of the original agreement is deleted and replaced with the following:

2. Project Description shall be amended as follow:

PAVEMENT REHAB RW 15/33 and 2/20

3. Section 7, Term, in the original agreement is deleted and replaced with the following: The Agreement shall not take effect until executed by all parties hereto. This agreement shall expire on 12/31/2027

4. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

By: _____

Date: _____

New Mexico Department of Transportation
Cabinet Secretary or Designee

By: _____

Date: _____

SPONSOR

By: _____

Date: _____

Approved as to form and legal sufficiency

By: _____
Assistant General Counsel

Date: _____

ORIGINAL SENT IN DOCUSIGN

IN WITNESS WHEREOF, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
MICHAEL GARCIA, MAYOR

DATE:_____

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

KEVIN L. NAULT
KEVIN L. NAULT (Aug 7, 2026 09:39:14 MDT)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Aug 12, 2026
MONICA MAESTAS, FINANCE DIRECTOR

Docusign Envelope ID: D3A2C303-76C7-8CED-8376-B7B6D2D0C2EE

To: Jane Lucero, NMDOT Aviation Division

Via: John Dickinson, Airport Director
From: Paulette Ortiz, Grant Administrator
Date: July 30, 2026

Subject: Request to Amend Grant 25-02 —Change of Purpose and time extension for Runways 15/33 and 2/20

Santa Fe Regional airport is requesting approval to amend the purpose and scope of the grant funding for 25-02. While changing the purpose of this grant we will be requesting a time extension through December 2027.

The proposed amendment would revise the originally approved use of grant funds to address the current pavement issues for runway 15/33 and 2/20, which may include some design to both runways as needed. This change is requested due to the condition of the runway and remedy for findings from federal aviation audit.

Please let us know if you have any questions.

Thank you,

Paulette Ortiz

Paulette Ortiz, Grant Administrator

ORIGINAL SENT IN DOCUSIGN

City Council

Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4
Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

Docusign Envelope ID: D3A2C303-76C7-8CED-8376-B7B6D2D0C2EE

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form

Date: Nov 13, 2024

Project Location: SAF - SANTA FE MUNICIPAL AIRPORT

Sponsor: SANTA FE, CITY OF

Address: PO BOX 909

City: SANTA FE NM Zip Code: 87504

ORIGINAL SENT IN DOCUSIGN

Participation FAA

Funding Breakdown

Contract No. AVA1643

Project No. SAF-25- 02

Vendor No. 0000054360

Expiration Date 12/1/2026

Purchase Order No: 0000410654

Docusign Envelope ID: D3A2C303-76C7-8CED-8376-B7B6D2D0C2EE

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

NORTH APRON (Design & Re-Construct)

b. Site of Development.The site of development is identified on the property map, attached as Exhibit A.
c. Funding.Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
$ 540,000	$ 60,000	$ 5,400,000	$ 6,000,000

2. The Sponsor Shall:

a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
e. Be responsible for all design and pre-construction activities.
f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

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i. Notify the Department when the plans and specifications are sufficiently complete for review.
j. Make no changes in design or scope of work without documented approval of the Department.
k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

a. Assign a contact person for this project.
b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
b. The expenditure of any State money is subject to approval by the Department.
c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

ORIGINAL SENT IN DOCUSIGN

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7. Term

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.

b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.

c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.

d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

ORIGINAL SENT IN DOCUSIGN

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c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.

d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.

e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.

f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.

g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.
As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

ORIGINAL SENT IN DOCUSIGN

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17. Appropriations and Authorizations of State and Federal Funds.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.
The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address:	New Mexico Department of Transportation - Aviation Division 3501 Access Rd C. Albuquerque, NM 87106
General Office:	(505) 795-1401
Fax:	(505) 244-1790
E-mail:	Aviation.Division@dot.nm.gov

Name	JAMES HARRIS			
Title	AIRPORT MANAGER			
Sponsor	SANTA FE, CITY OF			
Address	PO BOX 909			
City	SANTA FE	NM	Zip Code	87504
Office Phone		Fax		
E-Mail				

ORIGINAL SENT IN DOCUSIGN

21. Amendment.
This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

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In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Ricky Serna 5910E8A6255842E... Date: 12/01/24
Cabinet Secretary or Designee

Recommended by:

DocuSigned by:
By: Pedro Rael C6675C3211D34C0... Date: 11/27/24
Aviation Division Director
or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

Signed by:
By: John Newell Assistant General Counsel C750CEC1625D488... Date: 11/22/24
Assistant General Counsel

SPONSOR

Print Name: Alan Webber

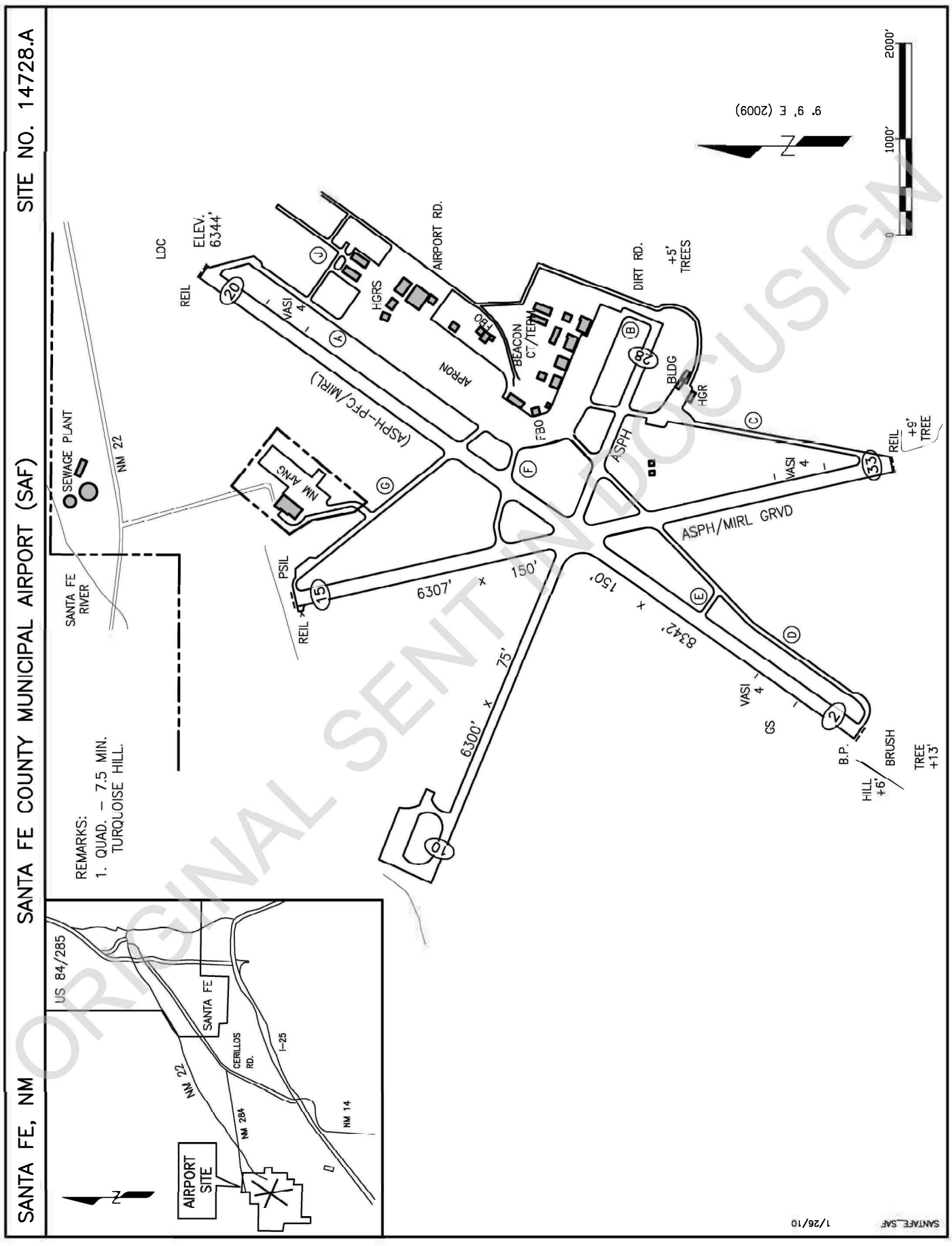
Signed by:
By: 1605647375C8453... Date: 11/23/24

Title: Mayor

ORIGINAL SENT IN DOCUSIGN

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EXHIBIT A



ORIGINAL SENT IN DOCUSIGN

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Santa Fe Municipal Airport

EXHIBIT B
PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	STATE FUNDS REQUESTED	SPONSOR FUNDS	OTHER FUNDS (FAA)
1	Design & Reconstruct North Apron	$6,000,000	$540,000	$ 60,000	$ 5,400,000
	TOTALS	$ 6,000,000	$540,000	$ 60,000	$ 5,400,000

ORIGINAL SENT IN DOCUSIGN

Signature: JOhn Dickinson
JOhn Dickinson (Aug 7, 2026 16:36:29 MDT)

Email: jxdickinson@santafenm.gov

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 8/7/2026

Project Title: Rehab RW 15/33 and 2/20

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: AIR2754500

Grant ID: S2707

Approved By: Erika Lujan 8/11/2027

C K (Finance Use Only)

Department: Airport (545) Project Manager: Paulette Ortiz Ext: _____

Project Date Range: 8/7/2026 to 12/31/2027 ☐ Create Fixed Asset

Original Award was $540k for one project, and was now reauthorized to a new project for the balance of $531,440

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDOT SAF 25-02 % of Funding: 100

MUNIS ORG: 5450407 MUNIS OBJ: 490150 Awarded Amount: 531,440

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: RW 15/33 & 2/20 MUNIS ORG: 5450407 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☐ Attached Grant Documentation

CITY OF SANTA FE

The Purchasing Memo

Date: August 10, 2026

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Margaret M. Neill, Library Division Director MARGARET NEILL

Via: Sandra Emory, Community Services Director Sandra Emory

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Subject: 2024 GO Bond for Libraries

ITEM AND ISSUE:

Request for Approval of the New Mexico State Library Appropriation General Obligation Bond for the Support of Library Services in the total amount of $347,026.21 Through June 30, 2029.
(Margaret M. Neill, Library Division Director, mmneil@santafenm.gov)

BACKGROUND AND SUMMARY:

The 2024 General Obligation Bond was passed by New Mexico citizens to benefit New Mexico libraries. The purpose of this award is to supplement local funding for library materials (books, periodicals, videos, audio, etc.), or for equipment and supplies that provide or enhance access to information for library patrons. No application was required to receive this award. The library receives this funding because it meets State Library criteria for a public library in the State of New Mexico. The award period ends June 30, 2029.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Library Fund/251

Munis Org Name/Number: Library Programs/2510101

Munis Object Name/Number: Books, Subscrpts, Periodicals/530700; Data Processing Equip InvExempt/572800; Furniture & Fixtures InvExempt/572000; Software Subscriptions/530710

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/12/2026

Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

Project Ledger Number: LIB2425103

Approval: ERIKA LUJAN (Aug 12, 2026 16:27:54 MDT) **Title:** Grants Manager **Date:** 08/12/2026

Comment/Exceptions: _____

ATTACHMENTS:

Grant Agreement
Project Ledger
BAR

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 08/05/2026

Project Title: GO Bond for Libraries

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: LIB2425103

Grant ID: S2708

Approved By: BSGL 08.12.26/ ERIKA LUJAN

(Finance Use Only)

Department: Community Services/Library Project Manager: Margaret M. Neill Ext: 6788

Project Date Range: 07/01/2026 to 06/30/2029 ☐ Create Fixed Asset

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☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Revenue: GO Bond for Libraries % of Funding: 100%

MUNIS ORG: 2510101 MUNIS OBJ: 490230 Awarded Amount: $347,026.21

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Expenditure MUNIS ORG: 2510101 MUNIS OBJ: 530700, 572800, 572000, 530710

Grants Only (list all grants if applicable):

Grantor Name: NMDCA-NMSL Grant Agreement Awarded Amount: $347,026.21

AR Charge Code: 2510101.490230 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: Project No. A24-I5398 Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☐ Attached Grant Documentation

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

City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Services / Library Division	8/5/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Books/Subscrpts/Periodicals	2510101	530700	LIB2425103	245,000	
Data Processing Equip InvExempt	2510101	572800	LIB2425103	75,000	
Furniture & Fixtures InvExempt	2510101	572000	LIB2425103	25,000	
Software Subscriptions	2510101	530710	LIB2425103	2,026	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
2024 General Obligation Bond for Libraries Revenue	2510101	490230	LIB2425103	(347,026)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

The 2024 GO Bond for libraries was passed by New Mexico citizens to benefit New Mexico libraries. The purpose of this award is to supplement local funding for library materials or for equipment and supplies that provide or enhance access to information for library patrons.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Margaret M. Neill	8/5/2026	Andrew J. Hopkins	08/12/2026
Prepared By *{print name}*	Date	Budget Officer	Date
MARGARET NEILL			
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
Sandra Emory			
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

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STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
FUND 89200 APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the **State of New Mexico, Department of Cultural Affairs, New Mexico State Library Division**, ("**Department**") or abbreviation such as "**NMSL**", 1209 Camino Carlos Rey, Santa Fe, NM 87507, and **Santa Fe, City of** ("**Grantee**") on behalf of the **Santa Fe Public Library**, (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2024, Chapter 64, Section 10, Paragraph B(1)(a), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

WHEREAS, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as section 4.5.8 NMAC;

WHEREAS, the Grantee on behalf of a library, that is eligible for receipt of such funds because it is a local public library, as defined under section 4.5.8 NMAC that has filed an approved annual report with the Department;

WHEREAS, the Department determined the amount of the Allocation based on the criteria described in Rule 4.5.8.8 NMAC ("Distribution of Funds"); and

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

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION DATE

A. Project No. A24-I5398 ("**Project**"), 30-JUN-2029 ("**Reversion Date**"). Laws of 2024, Chapter 64, Section 10, Paragraph B(1)(a), Six Million Dollars and Zero Cents ($6,000,000.00), for equipment, library furniture, fixtures and supplemental library

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resource acquisitions, including print, non-print and electronic resources, collaborative library resources and information technology projects, and for the purchase and installation of broadband internet equipment and infrastructure at non-tribal public libraries statewide.

The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

B. Grantee's total reimbursements shall not exceed **Three Hundred Forty Seven Thousand Twenty Six Dollars and Twenty One C**

$347,026.21 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Zero Dollars ($0.00), which equals insert the appropriation amount minus the AIPP amount in words and dollars ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

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

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I(B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision

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of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and

d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. if no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed

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in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

A. The Grantee designates the Library Director and Fiscal Officer identified in the most recent grant application or other documentation provided to the NMSL as the Points of Contact for all matters related to this Agreement. The Grantee shall notify the NMSL in writing within ten (10) business days of any changes to these representatives or their contact information during the term of this Agreement.

B. The Department designates the person(s) listed below, or their successors, as the Points of Contact for matters related to this Agreement.

   a. Department: New Mexico State Library
      i. Name: Carmelita Aragon
      ii. Title: Library Development Services Bureau Chief
      iii. Address: 1209 Camino Carlos Rey, Santa Fe, NM 87507
      iv. Email: Carmelita.Aragon@dca.nm.gov
      v. Telephone: 505-476-9740

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

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

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B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

   a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
   b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
   c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

   a. Termination due to completion of the Project before the Reversion Date;
   b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
   c. Termination for violation of the terms of this Agreement; or
   d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of

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the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

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

VII. AMENDMENTS

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

VIII. REPORTING

A. Database Reporting

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

B. Requests for Additional Information/Project Inspection

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

IX. REQUEST FOR PAYMENT PROCEDURES

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

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
    i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.

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ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.

i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.

ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.

iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

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

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

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or

b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date; or

c. **Ninety (90) days from the Reversion Date**.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

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

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
    a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
    b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so

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throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department, in writing, of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

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

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

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D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

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

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

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

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XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
b. If the Legislature does not make sufficient appropriations and authorization, **Santa Fe, City of** and **Santa Fe Public Library** may immediately terminate this Agreement by giving Contractor written notice of such termination.
c. **Santa Fe, City of** and **Santa Fe Public Library** decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the **Santa Fe, City of** and **Santa Fe Public Library** or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Santa Fe, City of** and **Santa Fe Public Library** or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with **Santa Fe, City of** and **Santa Fe Public Library**, **Santa Fe, City of** and **Santa Fe Public Library** may terminate this contract immediately by providing Contractor written notice of such termination.
b. In the event of termination pursuant to this paragraph, **Santa Fe, City of** and **Santa Fe Public Library** only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

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b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

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

   a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
   b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

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G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

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O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

   a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
   b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
   c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policymaking, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

   a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

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S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

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

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

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

_____
Print Name and Title of Official with Authority to Bind Grantee

_____
Date

DEPARTMENT OF CULTURAL AFFAIRS

_____	_____
Debra Garcia y Griego, Cabinet Secretary	Date
_____	_____
Greg Geisler, Division Director, CFO, Administration Services Division	Date
_____	_____
Max DeAzevedo, General Counsel	Date
_____	_____
Eli Guinnee, State Librarian	Date

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Sarah Piltch
Sarah Piltch (Aug 10, 2026 20:53:42 MDT)
SARAH PILTCH, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MONICA MAESTAS, FINANCE DIRECTOR

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT A

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative:_____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

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STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit B

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

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

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

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _ **Fund No.:** _____ PO # ___ **Loc No.:** _____

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

ASD Officer Date

Division Grant Manager Date

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EXHIBIT C

Quarterly Reports Form and Certification

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OPTIONAL EXHIBIT D
SPECIAL CONDITIONS

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

This Capital Outlay Special Grant Condition(s) **Exhibit D** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

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

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

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

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

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

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

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

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

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

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

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III. Purpose:

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

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

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

VII. Ownership of Information:

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

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Administrative code is subject to change. Please always check for the most up-to-date version online.

GO BONDS

TITLE 4 CULTURAL RESOURCES
CHAPTER 5 STATE LIBRARY
PART 8 DISTRIBUTION OF GENERAL OBLIGATION STATE OF NEW MEXICO BOND FUNDS TO PUBLIC LIBRARIES

4.5.8.1 ISSUING AGENCY: Cultural Affairs Department - State Library Division.
[4.5.8.1 NMAC - N, 2/14/2008]

4.5.8.2 SCOPE: Local public libraries.
[4.5.8.2 NMAC - N, 2/14/2008]

4.5.8.3 STATUTORY AUTHORITY: Section 18-2-4 I NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4 B NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.
[4.5.8.3 NMAC - N, 2/14/2008]

4.5.8.4 DURATION: Permanent.
[4.5.8.4 NMAC - N, 2/14/2008]

4.5.8.5 EFFECTIVE DATE: February 14, 2008 unless a later date is cited at the end of a section.
[4.5.8.5 NMAC - N, 2/14/2008]

4.5.8.6 OBJECTIVE: The objective of this rule is to describe the state of New Mexico general obligation bond funds distribution to public libraries program (hereinafter "the library bond program") and to establish criteria and procedures for distribution of the funds. The purpose of the library bond program is to provide supplemental funds for library resources when such funds are approved by the legislature and the voters in statewide elections. The library bond program funds library resources and equipment for public libraries statewide, including the rural library services of the state library.
[4.5.8.6 NMAC - N, 2/14/2008]

4.5.8.7 DEFINITIONS:

A. **"Annual report"** means the report required annually by the state library from a public library.

B. **"Authorized expenditure period"** means the period from when a purchase order is approved by the cultural affairs department until ninety (90) days prior to the ending date specified in the authorizing legislation.

C. **"Basic public library services"** means services provided by a local public library that include circulating library collections, basic reference service, and educational programs.

D. **"Equipment"** means computers, software and related peripherals; servers; thin client terminals; networks, including wireless networks; telecommunications; automation systems; and other equipment used to assist in meeting the information needs of a library's clients.

E. **"Fiscal year"** means July 1 through June 30.

F. **"Legal service area"** means the geographic area for which a public library has been established to offer services and from which the library derives income. This includes the entire service area of the local public library or library system and does not include merely the general service area of any one branch. The most recent U.S. census determines the population of the legal service area if the population figures are given separately for that area. If the census does not have a discreet population figure for the legal service area, then the state library and the library whose population is at issue shall work together to arrive at a mutually

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acceptable population figure. If this is not possible, the state library in its sole discretion shall determine the population for the library's legal service area.

G. "Library resources" means library holdings intended for public use and the tools required to make the resources usable by the public. Library resources can include books, videos, DVDs, sound recordings, electronic and digital media, and information materials accessed via the internet.

H. "Library system" means the agency that is legally established to provide public library service to the legal service area population. A library system may have a single outlet or more than one outlet.

I. "Local funding authority" means local or sovereign governments recognized by the department of finance and administration.

J. "Local public library" means a New Mexico organization that offers basic public library services within its legal service area and is open to the public at least fifteen (15) hours per week and a minimum of two (2) days each week.

K. "Rural library services" means those services provided by the state library to persons in the state who do not have access to a local public library. These services include bookmobiles and the books-by-mail service.

L. "Supplemental funds" means funds that are provided from sources other than the regular library budget derived from the local funding authority. Supplemental funds are not intended to replace any part, or all, of the library's regular budget.

[4.5.8.7 NMAC - N, 2/14/2008]

4.5.8.8 DISTRIBUTION OF FUNDS: Money from the library bond program shall be distributed in the following manner:

A. Notification: When the library bond program funds are approved by the voters, the state library shall send a letter of notification and acceptance agreement to all public libraries informing them of their eligibility to receive the funds and the amount of funds they are eligible to receive. The agreement must be signed and returned to the state library one-hundred twenty (120) days before the start of the authorized expenditure period. Libraries that do not return the signed agreement within the required time period shall not be eligible to receive funds. Upon receipt of the agreements, the state library shall calculate the final allocation and the libraries shall be notified of any changes within ninety (90) days before the authorized expenditure period.

B. Allocation: The amount allocated to eligible public libraries is dependent upon the amount of bond funds approved by the state legislature and approved by the voters in a bond election. The state library may publish and make publicly available a list showing the bond fund allocations for each eligible library.

C. Criteria for allocation of funds: The state librarian shall establish the amount of funds to be allocated to each eligible library system using the following criteria.

(1) Library shall be a local public library.

(2) Library shall have filed an approved annual report with the state library.

(3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.

(4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.

(5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.

(6) County population and the library's legal service area shall be used to determine the amount of library bond program funds that shall be allocated to each eligible library.

D. Distribution of funds: Money from the library bond program funds shall be distributed in the following order:

(1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;

(2) per capita allocation: remaining library bond funds shall be distributed to each county on a per capita basis using the latest U.S. census bureau estimates, as follows: (a) each library shall receive funds based upon the legal service area population and proportional credit for the unassigned population in each county; and,

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(b) local public libraries that are the only local public library in their county shall receive the entire per capita allocation for the county.

E. Maintenance of effort:

(1) Library's book or materials budget shall not be reduced by the local funding authority as a result of eligibility for library bond program funds.

(2) Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program.

[4.5.8.8 NMAC - N, 2/14/2008]

4.5.8.9 SOURCE OF FUNDS: The state legislature is the sole authority for authorizing bond funding to support acquisition of library resources and equipment, including authorizing the placement of general obligation bonds on an election ballot. These library bond program funds must be approved by the voters before they are made available to libraries.

[4.5.8.9 NMAC - N, 2/14/2008]

4.5.8.10 LIMITATION ON FUNDS:

A. Library bond program funds may be approved by the state legislature only during legislative sessions convened in even numbered years. The amount of bond funds received for distribution by the state library may vary depending on the amounts approved by the state legislature and subsequently approved by the voters.

B. Notwithstanding language elsewhere in this rule, the state library may, in its sole discretion, alter the distribution amounts to reflect the actual amount of approved bond funds.

C. Funds shall be expended in the fiscal year in which they are made available, unless otherwise stated in the authorizing legislation.

[4.5.8.10 NMAC - N, 2/14/2008]

4.5.8.11 ADMINISTRATION OF FUNDS:

A. The state library shall administer the library bond program.

B. Allocated funds shall be sent on a reimbursement basis from the state library by check or electronic fund transfers to the library or local funding authority. Libraries must submit a reimbursement request form and expenditure documentation receipts for eligible expenditures prior to being reimbursed. Upon verification of the expenditure documentation receipts, the state library shall approve reimbursement.

C. Reimbursements shall be submitted in the fiscal year in which the funds were expended.

D. All requests for reimbursement shall be submitted within the authorized expenditure period.

[4.5.8.11 NMAC - N, 2/14/2008]

4.5.8.12 APPEALS:

A. In the event that library bond program funds are denied to a local library under the provisions of Subsection E of 4.5.8.8 NMAC, an appeal may be made by the local library or the local funding authority.

B. Such appeal shall be made in writing to the state librarian within ten (10) days of notification of denial of funds. The appeal should state all facts and conditions relating to the appeal.

C. The appeal shall be considered and ruled upon by the state library commission at its next regularly scheduled meeting.

[4.5.8.12 NMAC - N, 2/14/2008]

HISTORY OF 4.5.8 NMAC: [RESERVED]

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State General Obligation (GO) Bond Expenditures Guidance Sheet

The 4.5.8 New Mexico Administrative Code (NMAC) governs the GO Bond distribution to Public Libraries program. GO Bond funds are intended to supplement library collections and resources and are not intended to replace any part, or all, of a library's regular operating budget or local financial support.

Under the maintenance of effort requirements in 4.5.8 NMAC, a library's book or materials budget may not be reduced by the local funding authority because the library receives GO Bond funds. If this occurs, the library will be ineligible to receive funding in the next GO Bond cycle. Receipt of GO Bond funds does not relieve the local funding authority of its responsibility to maintain financial support for the library.

Because GO Bonds are state monies, purchases made with GO Bond funds may not be counted toward the library's required local matching funds under 4.5.2 NMAC for State Grants-in-Aid eligibility.

This is not an exhaustive list of allowable and non-allowable expenditures. The New Mexico State Library (NMSL) cannot guarantee that an expenditure will be reimbursed unless the library follows the Notice of Obligation (NOO) process prior to making a purchase. If you have questions about a proposed expenditure, contact the Library Development Bureau prior to making the purchase, SL.Development@dca.nm.gov

Allowable Expenditures – State GO Bond funds ***can*** be used for:

- Library Collections
  - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
  - Processing materials, e.g., spine labels, barcodes, and other such items.
  - Non-traditional circulating/educational items may also be allowable, e.g., board games, sewing machines, cake pans, cookie cutters, etc. Such items must be in the library's catalog and accessible to patrons for checkout.

- Library Equipment
  - Technological and mechanical items that are used to deliver library services, including computers, software and related peripherals (e.g., printers, scanners, wireless routers), as well as security equipment, servers, thin client terminals, and network infrastructure (including wireless and telecommunications), automation systems, broadband internet equipment and installation, and other technology used to support patron access to information.

- Furniture
  - Movable items that support the use and functionality of the library space *for patrons*, including desks, chairs, tables, shelving, and similar furnishings.

- Fixtures
  - Items permanently attached to the library that become part of the building and support or improve the use and functionality of the space, including wall or ceiling mounted lighting, window coverings, security gates or theft detection systems, fixed study carrels attached to walls or floors, and similar fixtures.

See page 2 for Non-Allowable Expenditures

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Non-Allowable Expenditures – State GO Bond funds ***cannot*** be used for:

- Library staff salaries or professional development.
- Administrative expenses or indirect costs such as budgeting, accounting, financial management, data processing, legal services, product warranties, service contracts, or maintenance contracts.
- Library programming supplies, e.g., craft materials, office supplies such as copy paper, folders, glue, etc.
- Food, giveaways, incentives, or prizes, library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies), or similar items.
- Any expenditures that do not directly support the information needs of library patrons or aren't associated with the delivery of basic library services. This includes, but is not limited to, the cost of parties, receptions, fund-raising events, other social functions, library building maintenance, library building insurance, cleaning supplies and equipment (e.g., vacuums, mops, brooms, trash cans, etc.), toilet paper, paper towels, interior/exterior paint, or similar expenditures.
- Capital improvements and construction.

24GOBondPacket081126

Final Audit Report 2026-08-11

Created:	2026-08-11
By:	Margaret Neill (mmneill@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeGio3WNtzYrw65wx4wvPWBaFSfHsGaeS
Documents:	24GOBondPacket081126.pdf (34 pages)
Number of Documents:	1
Document page count:	34
Number of supporting files:	0
Supporting files page count:	0

"24GOBondPacket081126" History

Document created by Margaret Neill (mmneill@santafenm.gov)
2026-08-11 - 7:02:13 PM GMT- IP address: 63.232.20.2

Document e-signed by Margaret Neill (mmneill@santafenm.gov)
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Document emailed to Sandra Emory (sxemory@santafenm.gov) for signature
2026-08-11 - 7:04:10 PM GMT

Email viewed by Sandra Emory (sxemory@santafenm.gov)
2026-08-11 - 7:04:38 PM GMT- IP address: 104.47.65.254

Document e-signed by Sandra Emory (sxemory@santafenm.gov)
Signature Date: 2026-08-11 - 7:04:51 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

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Email viewed by Marcella Apodaca (maapodaca1@santafenm.gov)
2026-08-11 - 8:16:52 PM GMT- IP address: 104.47.65.254

Document e-signed by Marcella Apodaca (maapodaca1@santafenm.gov)
Signature Date: 2026-08-11 - 8:17:11 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-08-11 - 8:17:11 PM GMT

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Signature: 

Email: mfmaestas@santafenm.gov

$347,026.21-FY27 24GOBond Packet

Final Audit Report 2026-08-14

Created:	2026-08-12
By:	BRITTANY GURULE (bsgurule@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATvlCf2aJQtQLq-XiH_qxYugC1eW1UxL-
Documents:	$347,026.21-FY27 24GOBond Packet.pdf (35 pages)
Number of Documents:	1
Document page count:	36
Number of supporting files:	0
Supporting files page count:	0

"$347,026.21-FY27 24GOBond Packet" History

Document created by BRITTANY GURULE (bsgurule@santafenm.gov)
2026-08-12 - 10:18:54 PM GMT- IP address: 63.232.20.2

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2026-08-12 - 10:26:00 PM GMT

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2026-08-12 - 10:26:42 PM GMT- IP address: 174.252.200.90

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2026-08-12 - 10:27:54 PM GMT - Time Source: server- IP address: 174.252.200.90 - Signature Appearance Selected: MOBILE_TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
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2026-08-12 - 10:37:01 PM GMT- IP address: 104.47.65.254

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2026-08-14 - 5:31:57 PM GMT- IP address: 174.234.208.139

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Signature Date: 2026-08-14 - 6:13:55 PM GMT - Time Source: server- IP address: 174.218.19.194 - Signature Appearance Selected: MOBILE_IMAGE

Agreement completed.

2026-08-14 - 6:13:55 PM GMT

CITY OF SANTA FE

DATE: July 29, 2026

TO: Governing Body
Andy Hopkins, Budget Officer

VIA: Sandy Emory, Community Services Department Director *Sandra Emory*
Marcella Apodaca, Business Operations Manager *Marcella Apodaca*

FROM: Tom Miller, Recreation Division Director *Tom Miller* Tom Miller (Aug 11, 2026 14:35:12 MDT)

ITEM AND ISSUE:
Request Approval to re-appropriate funding from FY26 to FY27 in the amount of one hundred twenty-eight thousand three hundred fourteen dollars ($128,314) that was allocated for B&D Industries, Inc. for the Ice Arena Cooling Towers Installation.

BACKGROUND AND SUMMARY:
Community Services Department/Recreation Division initiated a Purchase Order in FY26, PO 22605110 for the removal and replacement of the Ice Arena cooling towers. The work was scheduled to be completed by June 30, 2026; however, we encountered a mechanical issue that would not allow the water to be isolated. We had to design and install a bypass water valve which delayed the project past the FYE.

ACTION REQUESTED:
The Community Services Department/Recreation Division requests the approval of the Carryforward Request.

Account Inquiry [CITY OF SANTA FE]

Account

Fund	550 GCCCOMCTR	Acct	550-35-10-4200-265-00-000-520400-		
Org	5500265 GCC IceOps	Acct name	Rep & Maint Machin & Equip		Account Notes
Object	520400 R&M M/E	Type	Expense	Status	Active
Project		Rollup	GCGIR GCCCIceArenaOpsRMC		
		Sub-Rollup			
		MultiYr Fund			

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2026/13	Fiscal Year 2026	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2027
Original Budget	.00	.00	.00	252,000.00
Transfers In	252,000.00	15,000.00	.00	.00
Transfers Out	.00	-1,100.00	.00	.00
Revised Budget	252,000.00	13,900.00	.00	252,000.00
Actual (Memo)	40,258.19	13,961.58	.00	18,997.89
Encumbrances	.00	.00	.00	7,500.00
Requisitions	.00			.00
Available	211,741.81	-61.58	.00	225,502.11
Percent used	15.98	100.44	.00	10.52

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

City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Services Department/Recreation Division	8/11/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Repair & Maintenance Machinery & Equipment	5500265	520400		128,314	
REVENUES				{enter as negative #}	{enter as positive #}
				$ 128,314	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Re-appropriate funding from FY26 to FY27.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Marcella Apodaca	8/11/2026	{Use this form for Finance Committee/ City Council agenda items ONLY}	Andrew J. Hopkins	Aug 12, 2026
Prepared By {print name}	46	CITY COUNCIL APPROVAL	Budget Officer	Date
Tom Miller Tom Miller (Aug 11, 2026 14:35:12 MDT)	Aug 11, 2026	City Council Approval Date	Finance Director {≤ $5,000}	Date
Division Director Signature {optional}	Date			
Sandra Emory	Aug 11, 2026	Agenda Item #:	City Manager {≤ $60,000}	Date
Department Director Signature	Date			

Rev. 3/26

CITY OF SANTA FE

The Purchasing Memo

Date: July 29, 2026

To: Governing Body
Finance Committee
Public Utilities/ Public Works

From: Martin Valdez, ESD Fleet Manager MJV

Via: Jesse Roach, Interim Public Utilities Department Director Jesse Roach
Debora Trujillo, Environmental Services Division Director DT

Subject: Purchase of Five (5) Kenworth L770 Double-Axle Chassis

Vendor Name: Inland Kenworth US, Inc.

Munis Vendor Number: 10326

ITEM AND ISSUE:

Public Utilities Department, Environmental Services is requesting your review and approval, to purchase Five (5) Kenworth L770 Double-Axle Chassis in the Total Amount of $1,119,655.00 excluding tax with Inland Kenworth US, Inc. via Cooperative Educational Services (CES) Contract #2024-24-C121-ALL, expiring 05/21/2028.

BACKGROUND AND SUMMARY:

Environmental Services seeks to purchase five (5) Kenworth L770 Double-axle Chassis, powered by compressed natural gas (CNG) to replace existing side-load recycling vehicles that will soon be 10 years old and quickly becoming no longer viable due to consistently high maintenance costs. These chassis have previously proven to be dependable, efficient, and durable in our fleet operations. This acquisition supports the City of Santa Fe's ongoing efforts to reduce emissions and lower our carbon footprint by transitioning to cleaner, more sustainable fuel alternatives.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ESD Enterprise Fund / Fund 510

Munis Org Name/Number: ESD Commercial Collections / 5100332

Munis Org Name/Number: ESD Recycling Collections / 5100334

Munis Object Name/Number: Vehicles > 1.5 / 571000

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/04/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was:

Cooperative Educational Services (CES) Contract Number: 2024-24-C121-ALL, RFP Number: 2024-24 (Medium & Heavy – Duty Trucks) Expires May 21, 2028

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato Montano **Date:** 08/07/2026

CPO Comment/Exceptions: Asset to be noted in REQ in Munis

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☒ **Yes** | ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:
Vendor's Quote
CES Contract Award Letter
RFP 2024-24 / Contract
Chassis Specs
Fleet Maintenance Manager's Memo

Quote

INLAND
INLAND KENWORTH

Anthony Di Benedetti
505-525-1479 adibenedetti@inland-group.com

Date:	July 23, 2026
Valid Until	October 21, 2026
Quote #:	111115
PCCR ID	QUO-1240268-D9Y7P2

Customer

City Of Santa Fe Solid Waste
Martin Valdez
505-231-3751
mjvaldez@santafenm.gov

Quote/Project Description

PER: CES 2024-24-C121-ALL

Description: 2027 Kenworth L770 LCF chassis with ASL CNG	Line Total
base spec: 2027 Kenworth L770, 60K GVWR. 20K front axle w/matching componets, 46K rear Axles w/ matching componets, 315/85R22.5tires on Aluminium wheels, C	$223,931.00
Cummins X12N 350 HP 1650 Ft-lbs Torque engine, Allison transmission, Hendrickson Haulmax 46K suspension,53" low cab forward right hand drive cab. Drum	
plus or minus the options below	
no options taken	

Special notes:

This purchase requires 2 PO's, one for the chassis and one for the body. Chassis to be paid apon once built. Body to be paid once installed

truck total	$223,931.00
Body	$0.00
FET	0
Sales Tax	0
TOTAL	223,931.00

INLAND

BUYERS ORDER & PURCHASE AGREEMENT

INLAND KENWORTH (US) INC.
7711 Fortuna Rd NW
Albuquerque, NM 87121
Phone : (505) 884-0300 Fax: (505) 881-0824

DATE:	7/23/2026	**BUYER'S NAME:**	City of Santa Fe - Solid Waste Management
ADDRESS:	PO Box 909	**PHONE:**	(505) 955-2241
CITY:	Santa Fe	**STATE:**	NM
ZIP:	87504-0909		

QUANTITY:	5	**NEW:**	New	**COLOR:**	White	**DESCRIPTION:**	
YEAR:	2027	**MAKE:**	Kenworth	**MODEL:**	L770		RH X12N 4500 3AX 66K ASL
SERIAL # (s):	, , , , TBD						
STOCK # (s):	, , , , TBD						

SALESPERSON: Anthony Dibenedetti

Price / Unit	Qty	Purchase Total
$223,931.00	5	$1,119,655.00
FET		$0.00
Documentation		$0.00
Taxable Amount *(above less FET + Trade)* ***$2,427,650.00***		
Sales Tax		
Ext. Warranty		$0.00
Administration		$0.00
License & Title		$0.00
Insurance Waiver		$0.00
Tire Disposal Fee		$0.00
Out of State Delivery		$0.00
Total		**$1,119,655.00**
Cash Deposit		$0.00
Trade Equity		$0.00
Amount Financed		$0.00
Cash on Delivery		$0.00

BUYER HEREBY SUBMITS THE ABOVE ORDER WHICH SHALL CONSTITUTE BUYER'S OFFER TO PURCHASE THE VEHICLE(S), CHASSIS OR ACCESSORY (IES) (INDIVIDUALLY AND TOGETHER , THE "VEHICLE") AS IDENTIFIED ABOVE FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE ORDER AND THIS AGREEMENT (TOGETHER, THE "AGREEMENT"), WHICH INCLUDES THE ABOVE ORDER AND THE ADDITIONAL TERMS AND CONDITIONS AND ANY ADDENDUM, WHICH BUYER REPRESENTS IT HAS REVIEWED AND UNDERSTANDS.

AGREED BY PURCHASER

Signature _____ Title _____ Date _____

SELLER HEREBY ACCEPTS BUYER'S OFFER AND AGREES TO SELL TO BUYER THE IDENTIFIED VEHICLE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY SELLER

Signature _____ Title _____ Date _____

THANK YOU FOR YOUR BUSINESS!

BUYER HEREBY SUBMITS THE ABOVE ORDER WHICH SHALL CONSTITUTE BUYER'S OFFER TO PURCHASE THE VEHICLE(S), CHASSIS OR ACCESSORY (IES) (INDIVIDUALLY AND TOGETHER , THE "VEHICLE") AS IDENTIFIED ABOVE FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE ORDER AND THIS AGREEMENT (TOGETHER, THE "AGREEMENT"), WHICH INCLUDES THE ABOVE ORDER AND THE ADDITIONAL TERMS AND CONDITIONS AND ANY ADDENDUM, WHICH BUYER REPRESENTS IT HAS REVIEWED AND UNDERSTANDS.

AGREED BY PURCHASER

Signature	Title	Date

SELLER HEREBY ACCEPTS BUYER'S OFFER AND AGREES TO SELL TO BUYER THE IDENTIFIED VEHICLE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY SELLER

Signature	Title	Date

THANK YOU FOR YOUR BUSINESS!

CES BLUE BOOK

Inland Kenworth US, Inc. - 2024-24-C121-ALL

Overview
Inland Kenworth US, Inc.

Contract Source
CES

Contract Type
Price Agreements

Contract Number
2024-24

Category/Subcategory
Fleet and Related
Automotive Equipment and Supplies
Automotive Parts and Tires
Electric Vehicles
Heavy Duty Trucks
Hybrid Vehicles

Description
Complete line of Class 3 to Class 8 medium to heavy duty trucks; various types of truck bodies; parts and accessories; maintenance and repair services; public safety upfitting services; and warranty service; etc.

Contracting Officer
Joe Valencia

Initiation Date
5/22/2024

Expiration Date
5/21/2028

Multi Year Award
No

No information to display

Cooperative Educational Services
CES

Contract Award Letter

May 22, 2024

Inland Kenworth US, Inc.
7711 Fortuna Rd. NW
Albuquerque, NM 87121

RFP NUMBER: 2024-24
RFP DESCRIPTION: Medium & Heavy-Duty Trucks
CONTRACT NUMBER: 2024-24-C121-ALL
Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

Dear Procurement Partner

Cooperative Educational Services (CES) thanks you for responding to our 2024-24 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

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

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

Sincerely yours,

Cooperative Educational Services

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

RFP NUMBER: 2024-24
RFP DESCRIPTION: Medium & Heavy-Duty Trucks
CONTRACT NUMBER: 2024-24-C121-ALL
Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this 22nd day of May 2024, to Inland Kenworth US, Inc., with its principal office located at 7711 Fortuna Rd. NW, Albuquerque, NM 87121, pursuant to the above referenced CES conducted Request for Proposal ("RFP") or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

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

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

CONTRACT TERMS

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

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

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

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

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

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

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

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

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

The Recitals are incorporated herein as contract terms.

Agreed effective the above date.

Cooperative Educational Services

Electronically Signed on 05/22/2024

Executive Director

Date: 05/22/2024

Inland Kenworth US, Inc.

Anthony DiBenedetti

Electronically Signed on 05/22/2024

Truck Sales

GENERAL SCOPE OF WORK AND SPECIFICATIONS

PART I INTRODUCTION

A. GENERAL

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

In order to assist CES Members or Participating Entities which consist of over 440 educational and governmental entities in New Mexico, CES is seeking proposals from Offeror(s) who have the experience and can provide Class 3 to Class 8 medium to heavy duty trucks; various types of truck bodies; parts and accessories; maintenance and repair services; public safety upfitting services; and warranty service; etc. **Class 1 and Class 2 trucks cannot be offered under this RFP.**

CES is looking for interested Offeror(s) that are licensed in the State of New Mexico that can provide the following options to CES Members and Participating to purchase vehicles. The options are:

1. Fleet purchase option.
2. Off the lot purchase option.
3. Used Vehicle purchase option.
4. Equipment, supplies and related services.

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

B. NOTICE

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

This is an open-ended RFP. At the discretion of CES, the RFP may remain open for accepting additional proposals after a source award or multiple source awards are made to allow CES to make additional source awards if CES determines in accordance with ¶13-1-154 NMSA 1978 that such additional awards are necessary to fully meet CES member or participating entity service or economy needs identified by CES prior to a source award(s) or identified after a source award(s) is made.

Any new Offeror may not have access to any RFP documents submitted by another Offeror or to documents involved in the rating or ranking process of Offerors, as this would negate the open and fair competition process. Offerors that submitted a proposal for this RFP event and did not receive a recommendation for award may not submit a new proposal for the same RFP event. New proposals will be evaluated as prescribed in the original RFP and evaluated against all other RFP proposals. Any new source awards will be aligned with the contract end date of the original source awards. CES reserves the right to terminate the opportunity for submittal of additional offers at any time prior to the original contract award expiration date.

C. DEFINITIONS

Alternative Fuels:

1. Liquefied petroleum gas
2. Natural gas
3. Hydrogen
4. A blend of hydrogen with liquefied petroleum or natural gas
5. An emulsion of water-phased hydrocarbon fuel that contains not less than 20% water by volume and that complies with any of the following:
   a. Is used in an engine that is certified to meet at a minimum the United States Environmental Protection Agency low emission vehicle standard pursuant to 40 Code of Federal Regulations Section 88.104-94 or 88.105-94.
   b. Is used in an engine that is certified by the engine modifier to meet the addendum to memorandum 1-A of the United States Environmental Protection Agency.
   c. Is used in an engine that is the subject of a waiver for that specific engine application from the United States Environmental Protection Agency's memorandum 1-A addendum requirements and that waiver is documented to the reasonable satisfaction of the Department of Commerce Energy Office.
6. Alcohol fuels that contain not less than 85% alcohol by volume
7. Electricity
8. Solar energy
9. A combination of at least 70% alternative fuel and no more than 30% petroleum-based fuel and that operates in an engine that meets the United States Environmental Protection Agency (EPA) low emission vehicle standard pursuant to 40 Code of Federal Regulations Section 88.104-94 or 88.105-94 and is certified by the engine manufacturer to consume at least 70% alternative fuel during normal vehicle operations.

CDL: Commercial Driver's License
Class: GVWR class ratings. "Medium Class" trucks are: Class 3: 10001-14000#; Class 4: 14001-16000#; Class 5: 16001-19500#; Class 6: 19501-26000#. "Heavy" class trucks are: Class 7: 26001-33000#; Class 8: over 33000#.
Conventional Cab: A cab/engine design with a full front section and hood, where the engine and front axle are positioned in front of the cab.
Dealer Prep: An amount or fee that the dealer charges to receive and prepare the purchase vehicle for delivery to the customer.
EPA: Environmental Protection Agency
Factory Invoice: The actual invoice the manufacturer sends to the dealer for the vehicle.
FMCSR: Federal Motor Carrier Safety Administration
FMVSS: Federal Motor Vehicle Safety Standards
GVWR: Gross Vehicle Weight Rating; the maximum allowable weight of the fully loaded vehicle, per manufacturer, including liquids, passengers, cargo, and the tongue weight of any towed vehicle.

Hybrid Electric Vehicles: HEVs are primarily propelled by an internal combustion engine, just like conventional vehicles. However, they also convert energy normally wasted during coasting and braking into electricity, which is stored in a battery until needed by the electric motor. The electric motor assists the engine when accelerating or hill climbing and at low speeds where internal combustion engines are least efficient. Unlike all-electric vehicles, HEVs do not need to be plugged into an external source of electricity to be recharged; conventional gasoline and regenerative braking provide all the energy the vehicle needs.
Insurance Institute for Highway Safety (IIHS): Tests new models by crashing them into an energy-absorbing, deformable barrier at 40 mph.
Low Cab Forward: A truck design with a truncated front section and no hood, where engine and front axle are positioned under or partially under, the cab.
Manufacturer's Suggested Retail Price (MSRP): The retail price of the new motor vehicle suggested by the manufacturer, including the retail delivered price for each accessory or item of optional equipment physically attached to the new motor vehicle at the time of delivery to the new motor vehicle dealer that is not included in the retail price suggested by the manufacturer for the new motor vehicle.
National Highway Traffic Safety Administration (NHTSA): A federal agency that regulates safety features of vehicles and that crash tests new cars for front impact into a flat, rigid barrier at 35 mph, and side impact with the test car traveling 17 mph being hit broadside by another car traveling 34 mph.
NMDOT: New Mexico Department of Transportation
NMMVD: New Mexico Motor Vehicle Department
OEM: The original equipment manufacturer
Wholesale Price: The cost of the vehicle to the dealer minus the holdback, any factory incentives and rebates.
49CFR393: Parts and Accessories Necessary for Safe Operation
49CFR571: Federal Motor Vehicle Safety Standards

PART II SCOPE OF WORK AND SPECIFICATIONS

CES is seeking proposals from Offeror(s) who have the experience and can offer a complete product line of vehicles that can be configured and equipped to meet individual CES Members or Participating Entities' needs.

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

A. GENERAL REQUIREMENTS

1. The Offeror must be licensed in the State of New Mexico to sell vehicles.
2. All vehicles shall be new and untitled.
3. **No school bus or Class 1 to Class 2 vehicles can be offered as a response to this RFP.**
4. The Offeror will demonstrate that its facility(s) possesses the resources to supply and support the vehicles offered under this solicitation.
5. All billings and invoices must identify the CES purchase order number, complete description of vehicle with all associated options being billed, and include the name of the vehicle, model number and vehicle identification number.

6. The contractor shall include a copy of any manufacturers' order guide with this proposal. Upon request, the dealer will provide a copy of the order guide to any CES Member or Participating Entity wishing to purchase a vehicle.
7. The prices for all vehicles shall be F.O.B. the Offeror's dealership, or any location within 100 miles of the dealership. If any additional cost to deliver a vehicle is required beyond 100 miles from the dealership, that cost must be identified on a price page. If no delivery costs are identified, the dealer will deliver the car to any CES Member or Participating Entity location at no additional charge.
8. The Offeror will furnish a complete set of specifications for all trucks offered that include all weights, heights, widths, van and body materials and other information to assist in the evaluation process.
9. It shall be the responsibility of the Offeror to assure that all recall notices and other technical service bulletins or notifications from the factory are sent directly to the CES Member or Participating Entity in a timely manner.
10. All standard equipment as identified in the manufacturer's literature, data books, and fleet buyer's guides shall be furnished without additional cost on regular production vehicles.
11. All optional equipment and accessories shall be original equipment from the vehicle manufacturer, or third party authorized by the vehicle manufacturer and installed at the factory or by the dealer.
12. Any dealer provided option must be priced separately and may only be included if specifically ordered by the CES Member or Participating Entity. Under no conditions may a CES Member or Participating Entity be charged additional costs for items such as ADP (Added Dealer Profit), additional rust proofing, pinstripes, upholstery preservative, undercoating (or similar dealer packs), conveyance or document fees, or advertising surcharges.

B. EMISSION STANDARDS

Light duty vehicles and trucks are to meet the most current emission standards. Used vehicle to meet 2010 emission standards. If the Federal Emission standards change during the term of the contract, then the Offeror must provide vehicles that meet the latest federal emission standards.

C. DELIVERY

1. All vehicles will be ready for immediate use upon delivery.
2. No additional cost for fuel will be added to the final invoice.
3. All vehicles ordered must be delivered within 5 days of the quotes delivery date, which has been accepted by a CES Member or Participating Entity. If a vehicle is delayed beyond the original quoted date, or if the delayed delivery is beyond the fiscal year (ending June 30th), CES with the agency approval, reserves the right to cancel the purchase order and the member agency will be under no obligation to select a different vehicle if the vendor is unable to deliver on time.
4. In the case of a delay, the CES Member or Participating Entity needs to be notified within five (5) business days of notice from the manufacturer to Offeror. The CES Member or Participating Entity will notify CES and the Offeror within seven (7) business days whether to proceed or cancel the order. CES, CES Member or Participating Entity will be under no obligation to select a different vehicle if the order is cancelled or to select a different vehicle if the contractor is unable to deliver on time.

5. All deliveries will be made Monday through Friday during normal business hours. Vendor will contact the CES Member or Participating Entity 72 hours prior to delivery to schedule a delivery time, location and date.
6. All vehicles shall be equipped with two (2) full sets of keys to include and special purpose keys or keyless remotes (security systems, locks, storage compartments, lights, etc.) at the time of delivery.
7. Offeror will provide owners with two (2) complete sets of operations and parts manuals and one (1) operational and parts manual in electronic format on CD-R, CD-RW, DVD-R or DVD-RW. If safety videos and handbooks are available, two (2) sets will be provided to the member at no cost on CD-R, CD-RW, DVD-R or DVD-RW.
8. Manufacturer's Certificate of Origin (MCO) or Manufacturer's Statement of Origin (MSO) needs to be provided to CES Member or Participating Entity after the Offeror receives payment from CES. All documents must show the legal name of the CES Member or Participating Entity.
9. All standard and optional equipment installed, fully assembled and serviced per manufacturers' specifications.

D. PRE-DELIVERY SERVICES

1. Each unit shall be DOT inspected and include the appropriate documentation and decal. In addition, each unit shall be equipped with the required fire extinguisher and reflective triangle kit.
   a. Complete lubrication
   b. Checking of all fluid levels to ensure that they are filled to manufacturers' specifications.
   c. At time of delivery the fuel tank must be at least one-fourth (1/4) full as indicated on the fuel gauge. If dual fuel tanks are present, the vehicle must have at least one-fourth (1/4) tank in each tank. For diesel engines that use, Selective Catalytic Reduction (SCR) technology, a minimum of one-half (1/2) of a tank of diesel exhausts fluid when delivered to CES Member's or Participating Entities location or picked up by CES Member or Participating Entity. No additional cost for fuel shall be added to the final invoice.
   d. Electrically powered vehicles will have all batteries fully charged.
   e. All tires, including the spare, inflated to manufactures' specifications.
   f. Wheels properly aligned to manufactures' specifications.
   g. All vehicle mechanical, electrical and electronic operations are operating to manufacturers' specifications.
   h. Inside and outside clean with all unnecessary tags, stickers and markings removed.
   i. No decals or markings of any type pertaining to advertisements other than the manufacturer's name or model designation normally installed by the factory will be attached to the vehicle.
   j. Vehicles will need to be checked for any appearance defects and fixed before delivery to CES Member or Participating Entity.

E. VEHICLE INSPECTION

1. Prior to acceptance by the ordering agency, each vehicle shall be subject to a complete inspection by the CES Member or Participating Entity.
2. Inspection shall include, but not necessarily be limited to, conformity to the specifications, mechanical integrity, quality or workmanship and materials, and appearance defects.

3. If a vehicle is returned to the contractor prior to acceptance, corrections shall be made within seven (7) calendar days or time as mutually agreed to by the CES Member or Participating Entity and contractor. Upon delivery of a corrected vehicle, the normal inspection time will start fresh. All corrections shall be made without any inconvenience to CES Member or Participating Entity.

F. WARRANTY

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

G. EXTENDED WARRANTY OPTIONS

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

H. ORDERING AND BILLING

1. Fleet purchases will enable the CES Member or Participating Entity to order options as needed.
2. Trucks offered may have many options, provided by the manufacturer and authorized third party manufacturers, body builders or dealers.
3. All optional equipment and accessories to be original equipment from the manufacturer or provided by manufacturer approved aftermarket suppliers and installed by a factory qualified certified technician.
4. Except as restricted by the manufacturer in a fleet purchase, all factory incentives and rebates will be passed to the CES Member or Participating Entity. All participating dealer rebates, year-end rebates, and other discounts offered to the general buying public will be available to the CES Member or Participating Entity.
5. All dealers must identify the dealer holdback offered by the manufacturer as a percentage of the base invoice, the base MSRP, total MSRP, or other basis.

I. SAFETY

1. The Offeror will provide, at no charge to the Member/Participating Entity, MSDS information providing asbestos content of friction materials (brake pads, brake shoes, clutch discs, etc.), upon request.
2. Truck shall comply for FMVSS 208 Occupant Crash Protection
3. All vehicles offered shall comply with most current FMVSS standards.

J. WARRANTY MINIMUM REQUIREMENTS:

a. Class 3-7 Medium Duty Trucks
   a. Base vehicle - 2 years unlimited mileage
   b. Engine - 3 years unlimited mileage
   c. Transmission either manual or automatic – 2 years unlimited mileage
   d. Steering and drive axles – 2 years unlimited mileage
   e. Frame, Frame Rails and Crossmembers – 5 years unlimited mileage
   f. Cab Structure – 5 years unlimited mileage
   g. Full parts and labor on warrantable failures
   h. Travel or towing when an engine or transmission is disabled by a warrantable failure or further operation would cause damage – 3-year unlimited mileage
   i. Consumables not reusable due to covered failure
   j. No deductible

b. Class 8 Heavy Duty Trucks
   a. Base vehicle - 2 years unlimited mileage
   b. Engine - 2 years unlimited mileage
   c. Transmission either manual or automatic – 2 years unlimited mileage
   d. Steering and drive axles – 2 years unlimited mileage
   e. Frame, Frame Rails and Crossmembers – 5 years unlimited mileage
   f. Cab Structure – 5 years unlimited mileage
   g. Full parts and labor on warrantable failures
   h. Travel or towing when an engine or transmission is disabled by a warrantable failure or further operation would cause damage - 2-year unlimited mileage
   i. Consumables not reusable due to covered failure
   j. No deductible

c. OEM parts
   a. 12 months unlimited mileage

d. Bodies
   a. 12 months unlimited mileage
   b. Full parts and labor on warrantable failures
   c. No deductibles

e. Extended Warranty Options
   a. Offeror is encouraged to offer extended warranties for all major mechanical, electrical and electronic components to cover the member after the standard warranty has expired.
   b. To cover parts, labor, and towing.
   c. To include maintenance service plans.
   d. The terms, conditions, stipulation, exceptions, limitations and warranty periods will be clearly identified.
   e. Minimum period of 2 years after the standard warranty period.
   f. Warranty and all terms, conditions, stipulation and warranty periods will be clearly identified to the member.
   g. All warranty periods will begin when the vehicle is accepted by the Member/Participating Entity.

K. New Mexico requires that 25% vehicles purchased by public agencies operate or have the option to operate on alternative fuel. The Offeror is encouraged to offer alternative fuel vehicles to meet state and federal air standards.

1. The Offeror will submit the most up-to-date set of manufacturer specifications for any alternative fueled vehicle offered.
2. Bi-fuel vehicles must have upgraded intake valve seats or other modifications that promote engine life with hotter burning natural gas.
3. Offeror of electric vehicles will provide infrastructure information (charging locations) and informational assistance to members in establishing a local charging station.
4. Alternative fueled vehicles may operate on liquefied petroleum gas, natural gas, hydrogen, a blend of hydrogen with liquefied petroleum or natural gas, an emulsion of water-phased hydrocarbon fuel that contains not less than 20% water by volume, alcohol fuels that contain not less than 85% alcohol by volume, electricity, solar energy, a combination of at least 70% alternative fuel and no more than 30% petroleum-based fuel. As new technology introduces other alternative fuels, these vehicles can be added to the contract if they can be licensed to operate in New Mexico.
5. For alternative fueled vehicles, the Offeror shall provide list of locations where fuel can be procured.

L. CAB AND CHASSIS VEHICLES

1. The production vehicle shall be a current Model Year.
2. The Offeror is encouraged to propose a full line of chassis and cab, conventional and low cab forward. Complete specifications for models proposed must be included in the proposal package with prices.
3. Engines may be gas or diesel.
4. Chassis shall be heavy duty and the as-built, fully loaded Gross Vehicle Weight cannot exceed the Original Equipment Manufacturers (OEM) GVWR.
5. Engine shall meet current Federal Emission standards for diesel, gas and alternative fueled trucks.
6. The front and rear springs shall have a ground load rating equal to or exceeding the GVWR of the vehicle.
7. The fuel system shall meet the minimum requirements FMVSS be supplied by the OEM. Any chassis fuel system modifications shall be fully compliant with FMVSS and Federal Emission Standards.

M. TRANSMISSION

1. The transmission shall be heavy-duty OEM installed.
2. Manual transmissions with five (5) or more speeds can be offered.
3. Automatic transmissions with four (4), five (5), six (6) speeds or more speeds can be offered.
4. Transmission auxiliary cool is to be offered.
5. Four-wheel or all-wheel drive vehicles may be offered.

N. ENGINES

1. Diesel and gas engines offered must be of the latest design, fuel efficient and meet or exceed the most current federal, state and local emissions standards.
2. Diesel engines that use biodiesel must conform to the specifications of ASTM 6751, Biodiesel Standard.
3. For diesel engines that use Selective Catalytic Reduction (SCR) technology. Various tank sizes need to be offered.
4. Diesel engines must be able to operate us at minimum B-5 biodiesel fuel. Manufactures are encouraged to provide vehicles that can operate with B-20 biodiesel fuel.

5. CNG, LNG, LP and Hybrid Electric power plants can be offered as options.
6. Engine and emission systems to be tuned to proper operating condition and operating per manufactures' specifications.
7. All water-cooled vehicles will have antifreeze protection to -35°F or to meet regional delivered levels.
8. Various sizes and types of single and dual-fuel tanks should be available depending on the fuel type and vehicle configuration ordered and must meet or exceed federal standards.

O. ALTERNATIVE FUEL VEHICLES

1. The Offeror is encouraged to offer alternative fuel vehicles to meet state and federal air standards.
2. For electric vehicles, the Offeror shall provide charging information and equipment.
3. Alternative fueled vehicles may operate on liquefied petroleum gas, natural gas, hydrogen, a blend of hydrogen with liquefied petroleum or natural gas, or bio diesel. As new technology introduces for other alternative fuels, these vehicles can be added to the contract if they can be licensed to operate in New Mexico.

P. BODIES AND UTILITY BED OPTIONS

1. The Offeror is encouraged to propose a full line of bodies for various member operations.
2. May include, but not be limited to: Stake beds, dump beds, lift beds, lift gates, water tanks, component body beds, service bodies, haulers, emergency service bodies (including police, fire, etc.), refuse disposal, roll-off, hazardous material (HazMat) related service beds/hauling, mounted cranes or booms, refrigerated box, box, or Member designed bed option.
3. Third-party equipment is permitted, and factory or dealer installed is preferred.
4. Bodies or utility beds offered may be hydraulically, mechanically, and/or electrically operated, powered by the vehicle's electrical supply, a power-take-off (PTO), independent or separate power source. PTO's shall be installed in accordance with vehicle manufacturer's recommendations.
5. In the event the factory installed vehicle electrical system requires modifications/upgrades to provide power to the optional utility bed, installing dealer shall ensure modifications/upgrades will be in accordance with the vehicle manufacturer's specifications, and not void the manufacturer's warranty.
6. Must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange as per chassis manufacturer design specifications.
7. Shall not exceed the manufacturer's vehicle load recommendations or the gross vehicle weight rating (GVWR). The factory-installed vehicle braking system shall meet or exceed the US Department of Transportation (USDOT) and New Mexico Department of Transportation (NMDOT) stopping requirements for the total vehicle GVWR.
8. All options provided shall comply with USDOT and NMDOT requirements for width, height, weight, lighting, safety, and other requirements for operation on city, and county roads, and state and federal highways. Vendor agrees to consult and provide CES Members or Participating Entities requirements and specifications for CES Members or Participating Entities designed bed options to comply with USDOT and NMDOT requirements.
9. Dealer shall supply to the CES Members or Participating Entities any USDOT and/or NMDOT certificates stating compliance for the vehicle, and/or utility bed installed on the vehicle, if applicable and/or required for registration and use on highways.

10. Upon request by the CES Members or Participating Entities prior to vehicle delivery, the dealer will assist CES Members or Participating Entities in obtaining or provide service to obtain any required vehicle inspections. Vehicle shall pass all required inspections prior to passing of vehicle title to Member/Participating Entity.

Q. BRAKES

1. Brakes should include, but not limited to, standard four-wheel hydraulic disc, air, antilock systems, engine and compression brake systems that are appropriate for the size of the vehicle.
2. Braking systems offered on vehicles offered shall comply with the minimum stopping distances as stated in USDOT, 49 CFR Part 571 Federal Motor Vehicle Safety Standards.
3. Air braking systems offered shall comply with USDOT, 49 CFR Part 571 Federal Motor Vehicle Safety Standards: Air Brake Systems.
4. Engine brakes may be offered as a vehicle braking option.

R. STEERING

1. OEM Power steering is required for all vehicles offered.
2. Steering shall incorporate an OEM factory installed tilt wheel and cruise control.

S. INSTRUMENTAL PANEL

1. The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly visible to the driver. Chassis OEM gauges shall be used in the driver's instrument cluster. If OEM gauges are not available, then gauges of equality quality can be used. Lights in lieu of the listed gauges will not be acceptable.

T. BACK-UP WARNING DEVICE

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

U. TWO-WAY RADIO AND ANTENNA PRE-WIRE

1. A two-way radio 12-volt DC supply, ground harness and cable conduit shall be installed in the driver's area.
2. Provide noise suppression due to alternator, lighting, engine or other source.

V. MIRRORS

1. The truck shall be equipped with a corrosion-resistant, outside rearview mirror on each side of the truck. The mirrors shall permit the operator to view the highway along both sides of the truck, including the rear wheels. The mirrors are to be designed in such a way that allows for firm attached to the truck to prevent vibration and loss of adjustment, but not losing the folding feature.

W. SUN VISOR

1. Windshield sun visor system shall be standard OEM chassis visor(s). Visors shall be shaped to minimize light leakage between the visor and windshield pillars. Visors shall store out of the way and shall not obstruct airflow from the climate control system or interfere with other equipment. Deployment of the visors shall not restrict vision of the rearview mirrors. Visor adjustments shall be made easily by hand. Sun visor construction and materials shall be strong enough to resist breakage during adjustments.

X. BUMPERS

1. The front bumpers shall be OEM standard design.

Y. EXHAUST

1. The exhaust system shall be OEM standard design properly installed with heat shields, baffles and vibration mounts as required.

Z. WHEELS AND TIRES

1. Tires will be as provided by the OEM or dealer and designed to meet or exceed the GVWR of the vehicle.
2. All tires shall be of the same brand and sized matched for the vehicle.
3. Vehicle wheels shall be sized according to OEM chassis specifications.
4. Steel or brass valve stems shall be used on all wheels with elbow extensions on the inside rear dual for access.
5. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle.

AA. MUD FLAPS

1. The vehicle shall have commercial grade anti-sail mud flaps behind the front and rears wheels.
2. Will not have any visible imprinted logo or advertising.
3. Splash guards will be installed on all trucks and will be attached in a manner that prevents the splashing of mud or water on the windshield of other motor vehicles.
4. Extend to a length of not more than eight inches (8") from the ground, be wide enough to cover the full tread or treads of the tires being protected.
5. Be installed close enough to the tread surface of the tire or wheel to control the side throw of the bulk of the thrown road surface material.
6. Be attached in a manner that, regardless of movement either in the splash guards or the vehicle, the splash guards retain their general parallel relationship to the tread surface of the tire or wheel under all ordinary operating conditions.

BB. BATTERIES

1. To be provided per the design specification of the vehicle manufacturer to handle the requirements for the chassis, body and all accessories.
2. Battery cables installed shall be a continuous run and sized to match the electrical system's maximum current draw. Battery cables shall be color-coded and supported with rubber or plastic-coated clamps.

3. Batteries need to have a mechanism to securely hold down the battery to the battery tray.

CC. ALTERNATOR

A. OEM supplied of the highest rating available to handle the chassis, body and any accessories added by the manufacturer, dealer or body supplier.

DD. BODY

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

EE. EXTERIOR LIGHTING

1. All lights for taillights, brake light, turn signal, back-up, collision avoidance lights and clearance marker lights shall be Light Emitting Diode (LED).
2. Daytime running lights can be offered if not a standard feature offered by the manufacturer.

FF. DRIVERS AREA

1. The driver's area shall consist of an ergonomically designed molded dash console, located conveniently to the driver's seated position and in full view of the driver.
2. Equipped with door pockets, full-width dual sun visors with elastic storage straps, wired for radio, area to mount a radio, storage area for logbook, column-mounted turn signals with flash-to-pass function.
3. All interior rearview mirrors will be day/night adjustable.
4. All vehicles will have dual windshield wipers with washers and left and right side outside mirrors. All truck mirrors will be heavy-duty, top of the line systems and meet federal and state size requirements.
5. Interiors must offer a choice between long-lasting vocational units equipped for hard and messy work and more deluxe interiors and seating.
6. All switches are to be properly labeled and illuminated.
7. Door activated dome lights are to be provided.
8. Tinted glass will comply with New Mexico state law at the time of order.

GG. SEATING

1. Various options and configuration need to be offered for driver and passenger seating with adjustable lumbar support.
2. All vehicles must have factory-installed seat belts. When possible, safety-belt pre-tensioners will be installed.

HH. PAINT AND TRIM

1. The color shall be standard colors offered from the OEM manufacturer. Custom paint colors can be Offeror as an option.
2. All exterior surfaces shall be smooth and free of wrinkles and dents.
3. Exterior surfaces to be painted shall be properly prepared as required by the paint system supplier.
4. Drilled holes and cutouts in exterior surfaces shall be made prior to cleaning, priming and painting to prevent corrosion.

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

II. SAFETY EQUIPMENT

1. Shall at the minimum comply with FMCSR 393.95.

JJ. UNDERCOATING

1. Per OEM manufacturer's specifications.

KK. HEATING AND AIR CONDITIONING

1. Per OEM manufacturer's specifications.

LL. LICENSE PLATES

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

MM. OPTIONAL EQUIPMENT AND FEATURES

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

NN. USED VEHICLES

1. Used vehicles may be offered under solicitation. Pricing shall be based upon Dealer acquisition price + cost to comply to Federal and NMDOT safety standards + vehicle service +transportation + dealer markup not to exceed a maximum of XX.XX% to arrive at Selling Price
2. According to the requirements for 13-1-155 A NMSA 1978, any used item of "… tangible personal property the estimated cost of which exceeds five thousand dollars ($5,000), …" requires at a minimum "… a written warranty for at least ninety days after date of delivery and an independent "certificate of working order" by a qualified mechanic or appraiser."

OO. REPLACEMENT PARTS

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

PP. Biodiesel and Alternative Fuel Systems Retrofit

1. Biodiesel and alternative fuel system kits and installations may be offered.
2. Biodiesel and alternative fuel system kits shall be installed in accordance with the kit manufacturer's instructions.
3. Biodiesel and alternative fuel systems shall not void vehicle manufacturer's engine or emission warranties.
4. All installed biodiesel or alternative fuel systems shall be warranted against defects and installation.

QQ. MEDIUM AND HEAVY-DUTY TRUCK REPAIR AND RELATED SPARE PARTS

1. Vendors may offer medium/heavy-duty truck parts, tires, and accessories. Service-related equipment (mechanics tool sets, jacks, equipment lifts, shop tools, etc.) will not be allowed under an awarded contract. However, specialty and/or proprietary tools or equipment directly related to a specific vehicle or optional utility bed and required for proper service, maintenance and operation of the specific vehicle, shall be allowed.
2. Safety equipment shall include, but not be limited to: first aid kits, daytime running lights, fire extinguishers, mirrors, strobe lights, and triangle kits. Servicing of safety equipment is requested.
3. Undercarriage and suspension parts shall include, but not be limited to; air bags, chassis springs, drag links, kingpin kits, power steering filters, shock absorbers, steering gear pumps and gears, and tie rod ends.
4. In vehicle monitoring systems and GPS tracking systems can be offered.
5. Brake and wheel end parts shall include, but not be limited to: air compressors and dryers, caliper kits, chambers, diaphragms, drums, master cylinders, brake pads and shoes, tube and tubeless rims, side and lock rims, rotors, wheel bearings, seals, discs, and spacers, slack adjusters, and steel brake tubing.
6. Electrical parts shall include, but not be limited to: alternators, auxiliary heaters, batteries, battery cables, heaters, and terminals, block heaters, circuit breakers, heater motors, horns, wire connectors, jumper cables, dome, security, marker, fog, and head lights, and various switches.
7. Exhaust parts shall include, but not be limited to: brackets, clamps, pipes and tubing.
8. Engine maintenance parts shall include, but not be limited to: charge air coolers, engine components, fans, filters, overhaul kits, radiators, thermostats, water pumps and other applicable maintenance parts.
9. Transmission, clutch and axle parts shall include, but not be limited to: center bearings, clutches, flywheels, manual and automatic transmissions, U-joints, yokes and repair kits.
10. Hood and cowl parts shall include, but not be limited to: big screens, fuel caps, hoods, instrument and panel gauges, and wiper blades.
11. Lubricants and chemicals shall include, but not be limited to: absorbents, antifreeze, brake and power steering fluids, cooling additives, fiberglass body filler, oil and grease, shop chemicals, paints, waxes, polishers, and cleaners, windshield washer fluids, and hand cleaners.

12. New tires offered shall be from known brands such as: Bridgestone, Firestone, Goodyear, Kelly, Michelin, Toyo, Yokohama, or equal. Bias Ply and Radial tires may be offered. Tires requiring tubes shall be installed with new tire tubes and flaps. New valve stems shall be installed on new tubeless tires. Used tires are not allowed. Retreaded tires that meet Federal requirement can be offered.
13. Remanufactured, recapped, or retread tires may be offered from known brands/manufacturers such as: Bandag, Chicago Tire Inc., Wilson Tire Company, or equal.

RR. SERVICES

1. Repair, maintenance and warranty repair services may be offered. Body repair services are requested. Specialty repairs may be performed by an authorized sublet repair facility.
2. Contract vendor offering warranty and/or out-of-warranty repair service under an awarded contract shall have only ASE-Certified Master Truck Equipment Technicians, or at a minimum technician with prior medium-heavy duty truck/bus experience in air brake systems, steering and suspension, to repair vehicles.
3. Warranty repairs shall only be performed by manufacturer authorized repair facilities for vehicles and/or optional installed equipment.
4. Tire repair and maintenance services may include, but not be limited to: balancing, re-grooving, rotating, patching, tube replacement, wheel stud replacement, etc.

SS. TRAINING

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

TT. PUBLICATIONS AND PRINTED MATERIALS

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

UU. ADDITIONS TO THE SCOPE OF WORK

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

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

ATTACHMENT B
TO
ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

PRICING

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

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

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

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

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

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

such requests.

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

COST PROPOSAL

Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

Inland Kenworth US, Inc.

Medium & Heavy-Duty Trucks

2024-24

Product Name	Product Description	Unit Of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Cab and Chassis Class 3 - GVRW of 10,00114,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Cab and Chassis Class 4 - GVRW of 14,00116,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Cab and Chassis Class 5 - GVRW of 16,00119,500 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Cab and Chassis Class 6 - GVRW of 19,50126,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Cab and Chassis Class 7 - GVRW of 26,00133,000 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Cab and Chassis Class 8 - GVRW of 33,001 lbs.	Percent of Discount off Printed/Published Price Sheets	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Dump Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Front Loaders Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Rear Loaders Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Side Loaders Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Trash Truck Roll-Off Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Low Cab Forward Box Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Grapple Truck Body	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Bodies	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Utility Beds	Percent of Discount off Printed/Published Price Sheets	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Optional equipment	Percent of Discount off Printed/Published Price Sheets	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Hourly Rates for Installation of Accessories and Equipment	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Hourly Rates for Paint and Body Services	Hourly Rate	cost	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242	$ 242
Hourly Service Rates for Maintenance and Repairs	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
DOT Inspections	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Training for Drivers	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Training for Maintenance Personnel	Hourly Rate	cost	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220	$ 220
Replacement Parts, Materials and Supplies	Percent of Discount off Printed/Published Price Sheets	Percent	6 %	6 %	6 %	6 %	6 %	6 %	6 %	6 %	6 %
Maintenance Service Plans	Percent of Discount off Printed/Published Price Sheets	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %

Product Name	Product Description	Unit Of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Extended Warranty	Percent of Discount off Printed/Published Price Sheets	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Vehicle Delivery Cost	Cost per mile from Dealer to CES Member	cost	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2
Emergency Road Side Service	Hourly Rate	cost	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250
Emergency Road Side Service	Cost per mile	cost	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3
Used Vehicle Purchase Options - Wholesale Blue Book Option	Dealer discount not to exceed a maximum of XX.XX%	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Used Vehicle Trade-in or Purchase Option	Dealer markup not to exceed a maximum of XX.XX%	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Offeror's Support for CES Pricing	Offerors Support for CES Pricing, Percent of difference between CES price and individual entity price from Form "Offeror Support for CES" that was uploaded to Response Format under Mandatory Response Section - General Response.	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Alternative Costing O/P	Alternative Methods of Costing - Specialized/Custom- percent of overhead/markup and profit added to cost	Percent	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %
Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %

KENWORTH

PB L770 (F770)
1700 Woodbrook St
Denton, Texas 76205

Stock

Annamarie Kirkpatrick
Cell Phone:
Office Phone: 940-591-4000
Email: A.Kirkpatrick@paccar.com

Stock Order

Vehicle Summary

Unit

Model:	L770
Type:	Full Truck
Description 1:	Q743 RH L9N
Description 2:	Inland

Application

Intended Serv.:	Refuse/Landfill
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Automated Side Loader
Length (ft):	20
Height (ft):	13.5
Max Laden Weight (lbs):	20000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	46000
G.V.W.R. (lbs):	66000
G.C.W. (lbs):	72000

Road Conditions:

Class A (Highway)	94
Class B (Hwy/Mtn)	6
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	221
Overhang (in):	75
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	220.9
Cab to EOF (in):	295.9
Overall Comb. Length (in):	353.3

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

100% Complete

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model L770** Peterbilt's Model L770 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	232,861	**16,475**
0091180	S	**Refuse, Scrap, Recycling**	0	**0**
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	**0**
0095120	O	**Automated Side Loader**	0	**0**
0098170	S	**United States Registry** Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	**0**
Configuration				
0200631	U	**Kenworth Model L770**	0	**0**
0200670	O	**Agility Natural Gas Fuel System** Assembler - Fontana, CA	0	**0**
Frame & Equipment				
0514170	O	**10-3/4" Steel Rails 343-450"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	1,207	**251**
0601500	O	**Full Steel Inner Liner**	1,054	**713**
0611330	O	**Zinc Coated Anti Corrosion Treated Frame Rails** Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	393	**4**
0620110	O	**FEPTO Provision 9in Bumper Extension** Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	1,670	**42**
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
0651010	O	**Peterbilt Rear Mudflaps and Straight Hangers** Mudflaps aid in protecting the frame and undercarriage from road salt, grime and debris that can cause rust and corrosion. Mud flaps also shield other vehicles from gravel, rocks and road spray.	130	**25**
0713130	O	**(2) Solid Mount Cable Hooks**	0	**40**
Front Axle & Equipment				
1011360	O	**Dana Spicer D2000F 20,000 lb, 3.5 in. Drop** Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	491	**-26**
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	0	**0**
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	**0**
1354840	O	**PHP10 Iron PreSet PLUS Hubs** PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	214	**84**
1380230	O	**Dana Spicer 5" Drop IPO 3.5", Front Axle** 5" drop (127 MM) provides lower chassis suspension and profile. Offers maximum maneuverability and the light weight solution. Available for a variety of brakes.	0	**0**
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	1,379	**0**
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	**0**
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	46	**0**
Rear Axle & Equipment				
1523440	S	**Dana Spicer D46-172 46,000 LBS** Dana Spicer D46-172 46,000 lbs tandem drive axles offer efficiency improvement, axle weight reduction and reduced lube quantity.	0	**0**
1616300	O	**PHP10 Iron PreSet PLUS Hubs**	226	**0**
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	2,049	**60**
1680065	O	**Remote Mount Rear Axle Vent**	120	**2**
1680440	O	**Refuse Service Brakes, Steer And Drive Axles** Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	77	9
1680460	O	**Heavy Wall, Drive Axle(s)**	1,886	88
1680470	O	**Lube Pump, Drive Axle(s)** Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	531	36
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	71	2
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1680525	O	**Pneumatic Park Brake**	0	0
1680550	O	**Upsize Parking Brakes**	236	0
1680920	O	**Heavy Duty Brake Drums, Drive Axle(s)** Use with 16.5x8.6 Brakes	148	27
1680932	O	**Center Of Gravity From Top Of Frame, Refuse Body** Enter desired center of gravity range (from 10"-99") in narrative field. *Narr 30*	0	0
1680933	O	**Body Plus Payload Weight, Refuse Body** Enter desired body plus payload range (from 10,000lbs. to 80,000lbs.) in narrative field. *Narr 18000*	0	0
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	532	35
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687020	O	**Bendix Air Cam Rear Drum Brakes 16.5x8.6** Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	688	0
1706140	O	**Ratio 6.14 Rear Axle**	0	0
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	1,518	-84

Sales Code	Std/ Opt	Description	$ List	Weight
1921375	O	**16.5" Saddle Height HMX EX 400/460** IPO Std 18.5"	413	**0**
1921965	O	**HMX EX Double Rebound Strap Kit**	272	**0**
1922615	O	**HD Shock Absorbers For HD Suspension Pkg.** Hendrickson HMX EX	483	**0**
Engine & Equipment				
2056321	O	**L9N 320@2000 GOV@2200 1000@1300 HHDD** (2024 Emissions) N21430 N201 0.....Reserve Speed Limit Offset (N21410 N202 0.....Maximum Cycle Distance (N202 N21400 N203 252...Reserve Speed Function Reset N21320 N205 120...Standard Maximum Speed Limit N21420 N206 0.....Maximum Active Distance (N20 N21470 P062 NO....Cruise Control Auto Resume (N21480 P068 NO....Auto Engine Brake in Cruise N21450 P026 NO....Gear Down Protection (P026) N21440 P015 YES...Engine Protection Shutdown (N21340 P112 93....Hard Maximum Speed Limit (P1 N21350 P001 65....Maximum Accelerator Pedal Ve N21370 P059 65....Maximum Cruise Speed (P059) N21590 P230 YES...Enable Hot Ambient Automatic N21530 P233 YES...Enable Impending Shutdown Wa N21540 P234 60....Timer For Impending Shutdown N21460 P046 1400..Max PTO Speed (P046) N21520 P030 5.....Timer Setting (P030) N21570 P031 NO....Idle Shutdown Manual Overrul N21610 P172 40....Low Ambient Temperature Thre N21630 P171 80....High Ambient Temperature Thr N21550 P516 100...Engine Load Threshold (P516) N21510 P520 YES...Enable Idle Shutdown Park Br N21620 P173 60....Intermediate Ambient Tempera N21330 N207 0.....Expiration Distance (N207) N21500 N209 0.....Expiration Distance (N209)	24,403	**-70**
2091120	S	**EMUX Electronics Architecture**	0	**0**
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	**0**
2091315	O	**Enable EIST Ambient Temp Overrule**	0	**0**
2091372		**Eff EIST NA Expiration Miles**	0	**0**
2091640		**Effective VSL Setting NA**	0	**0**
2092016	O	**Typical Operating Speed 62 MPH**	0	**0**
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	**0**

100% Complete

Sales Code	Std/ Opt	Description	$ List	Weight
2140220	O	**CARB and EPA Engine Idling Not Required**	0	0
2140400	O	**Reinforced Belly Pan**	181	0
2140420	O	**Engine Oil Test Port** Expanded availability of the engine oil test port to include availability with MX-11 engines.	176	0
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	106	0
2140660	O	**CARB Emission Compliant Engine**	0	0
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0	0
2511400	O	**160 Amp Alternator, 36 SI Brushless** The 33SI is a heavy duty brushless alternator that provides more output and service life for today's diesel powered vehicles with large electrical load requirements. The 33SI is offfered in 12 volt and 24 volt models with a J180 hinge mount.	635	10
2516070	O	**Remote Voltage Sense Wiring**	16	0
2521090	O	**Immersion Type Block Heater 110-120V** Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	92	2
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538090	O	**3 PACCAR Premium 12V Starting Batteries 3000 CCA**	-31	0
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	164	3
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	0
2723210	S	**18.7 CFM Air Compressor** N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2921170	O	**Spin-On Fuel/Water Separator for Natural Gas** Engines	0	0
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	0
2921310	S	**No Electric Heat Option for Fuel Filter**	0	0

100% Complete

Sales Code	Std/ Opt	Description	$ List	Weight
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.	0	0
3120320	O	**Bugscreen**	148	5
3120450	S	**Stainless Steel Grille**	0	0
3120710	O	**Lower Front Coolant Pipe And Coolant Extracting Port**	38	0
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3365450	O	**Exhaust Single LH Vertical** Natural Gas Engines Only	7,845	-1,352
3381860	O	**Exhaust 90 Degree Diffuser**	153	0
Transmission & Equipment				
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	22,238	390
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	-529	15
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	-122	-5
4233910	O	**(1) Dash Mounted Single Acting EOH PTO Control** Electric-over-hydraulic, spec'ing PTO switch does not ensure the PTO will fit. Sends signal to Allison to engage PTO.	117	1
4250900	O	**Main Transmission Rear Support** Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	92	11
4252170	S	**Auto Neutral Activates With Parking Brake** Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	20	0
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	-131	0
4252950	O	**Omit Allison Neutral At Stop**	0	0
4253060	O	**Remote Mount Allison Transmission Vent**	121	2
4256020	S	**Console Mounted Push Button Shifter**	0	0
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	0
4256910	O	**Allison Transmission Fluid Test Port** Remote coupler. The fluid test port provides easy access to transmission fluid for testing from its location under the hood on the right-hand frame rail.	193	0
4256990	O	**Rolling Direction Change Shift Inhibit Feature** Allison transmissions. A programmable feature that keeps the transmission from shifting from Drive to Reverse or from Reverse to Drive above a preset speed. This wireless function is enabled when a switch is closed to complete the circuit between input wire 101 and ground. Frequently the function is interfaced with a switch indicating activation of another vehicle function, such as application of the service brakes. When the function is enabled, the TCM will recognize the request for a direction change shift, Reverse-to-Drive or Drive-to-Reverse. If all other operating conditions are acceptable, the TCM will command the requested shift. The enable remains in effect until the switch is opened, followed by the selection of a different direction, Reverse or Drive, at the shift selector. This could be used for doc spotters and refuse. If the function is not enabled, any shift which results in a change of direction is inhibited.	0	0
Air & Trailer Equipment				
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	0
4520180	O	**Air Tank Valve Guards**	96	0
4540420	S	**Nylon Chassis Hose**	0	0
4540910	O	**Compressor Discharge Line Test Valve**	395	0
4542320	O	**Central Location For Air Tank Drain Valves** Wire braid hose to air tanks. (Not available with optional drain valves.)	406	4
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
		factory installation. See ECAT to determine number or location of air tanks installed.		
4615250	O	**Fitting For F/O Air Port** The furnished by owner fitting air port is mounted outboard of the driver's seat. This allows operators access to pressurize truck air, to maintain clean air in the cab.	52	0
Tires & Wheels				
5032320	O	**FF: GY 20ply 315/80R22.5 G289 WHA** Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	537	-24
5132320	O	**RR: GY 20ply 315/80R22.5 G289 WHA** Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	5,180	248
5190008	S	**Code-rear Tire Qty 08**	0	0
5220520	O	**FF: Alcoa 89U637 22.5 X 9.00 High Polish** Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	547	-110
5320530	O	**RR: Alcoa 89U647 22.5X9.00 High Polish** Aluminum. Ultra ONE wheels with MagnaForce alloy.	3,036	-216
5390008	S	**Code-rear Rim Qty 08**	0	0
Fuel Tanks				
5532010	O	**No Fuel Tank/Fuel System Provided, CNG Only**	-444	0
5604000	O	**Location LH BOC 000 Gal**	0	0
5653080	O	**CNG Body Mounted Cabinet Only**	0	0
5653180	O	**CNG Fuel System** Compressed Natural Gas Fuel System.	0	0
Battery Box & Bumper				
6011070	O	**Aluminum Battery Box LH Frame Mtd Back-of- Fender** Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.	1,059	1
6030150	O	**Rubber Battery Pad In Bottom of (1) Battery Box** Mat in box that holds batteries only	25	4
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins	0	0
Cab & Equipment				
6501090	O	**53" LCF ProBilt Cab RH Drive** Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module	1,357	0

Sales Code	Std/ Opt	Description	$ List	Weight
		BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.		
6540020	O	**Key All Units Alike** Please add your 3 digit key code number in the key code field.	288	0
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	0
6541233		**KEY G233**	0	0
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	0
6911720	S	**Peterbilt Driver Seat**	0	0
6921720	S	**Peterbilt Passenger Seat**	0	0
6931120	O	**Seat Belt Color Orange IPO Standard Black**	10	0
6939400	O	**Air Ride Driver**	411	43
6939420	O	**High Back Driver**	45	0
6939480	O	**Mordura Driver**	37	0
6939510	S	**Non-Air Ride Passenger**	0	0
6939540	S	**Low Back Passenger**	0	0
6939580	O	**Mordura Passenger**	60	0
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0	0
7000045	O	**High-Visibility Interior Grabhandles, Painted** Bright yellow interior grabhandle for vocational vehicles.	76	2
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	0
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
7001999	U	**KW L770, Use Kenworth Steering wheel logo** *Narr production quality wants this narrative to callout KW steering wheel*	0	0
7040060	O	**Diamond Plate Floor Covering LH/RH ipo Floormat** In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	178	13
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	0
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	0	0
7230350	S	**2-Piece Flat Windshield**	0	0
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7330920	O	**(2) Defroster Fan On Rear Header**	248	60
7410040	O	**Outside Sunvisor - Stainless Steel** Not available with 2.1M high roof sleeper.	408	4
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	-28	-7
7561400	O	**Look Down Mirror Mounted Front Of Cab** Opposite side of the driver position. Stainless steel.	73	0
7561450	O	**(4) Convex 8 Inch SSTL Mirrors; (2) Center** These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The mirrors have an off-center mounting that maximizes adjustability for field of view. Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit. Includes 4 convexed 8" stainless steel mirrors and 2 center mounted under (heated) and 2 center mounted over mirror bracket (non-heated). Includes dual door stops.	134	4
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	0	0
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	509	10
7722999	U	**KW L770, Use Kenworth logo on radio** *Narr production quality wants this narrative to callout KW radio*	0	0
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	139	6
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	0	0
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	66	0
7728050	O	**USB Port**	66	0
7788335	S	**Global Telematics Hardware**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
7851330	O	**Cab Tilt Pump Air Assist**	509	0
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	84	8
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	0
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	37	13
7900270	O	**Fire Extinguisher, Cab Mounted** Hazmat approved UL listed/rated ABC	75	12
7900401	O	**Cruise Control Inactive With Wipers On**	0	0
7901130	O	**Backup Alarm (107 DB)**	112	3
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0	0
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0	0
8031120	O	**Warning Light Battery Disconnect, Switch Engaged** Marker light external mounted	14	0
8070010	O	**Up To (4) Additional Electric Switches** Up to (4) additional electric switches without wiring. Switch will short pin5 to pin 4 when off, and pin 5 to 6 when on. Backlighting provided by Lin jumper.	41	1
8070390	O	**Engine Hourmeter Gauge** Located in Digital Cluster Display	0	0
8070450	O	**Engine PTO Hourmeter Gauge** Located In Digital Cluster Display	0	0
8070810	O	**Engine Manifold Pressure (Turbo Boost)** Located in Digital Cluster Display	0	0
8070820	O	**Engine Percent Torque** Located in Digital Cluster Display	0	0
8070880	O	**Main Instrument Panel (Nat Gas)** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	83	0
8070940	O	**Voltmeter Gauge (MD/520 Only)** Located in Digital Cluster Display	0	0
8110150	O	**Headlights Single Rectangular LED** Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	996	0
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	0
8133960	O	**Daytime Running Lights**	0	0

100% Complete

Sales Code	Std/ Opt	Description	$ List	Weight
		The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.		
8134160	O	**Self-Canceling Turn Signal**	0	2
8153100	O	**(1) F/O Load Light, Switch, 10' Wire Coil** Under / in cab / sleeper baggage compartment	45	2
Paint				
8500710	S	**Standard Paint Color Selection**	-200	0
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	0
Shipping Destination				
Options Not Subject To Discount				
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	0
9407147	O	**Fuel Price Index Factor $0 NET**	0	0
9408626	O	**SmartLINQ RD - 5YR Sub** Cummins Engines	799	0
9408703	O	**Base Warr: Emissions 5YR/100K MI**	0	0
9408982	O	**Vehicle Layout** Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this. *Narr match chassis 119482*	1,500	0
Miscellaneous				
9409081	O	**State Of Registry: New Mexico**	0	0
9409641	O	**Model Year 2026 Engine**	0	0
9409749	O	**2024 Series Emissions Engine**	0	0
Promotions				

From: VALDEZ, MARTIN J.
To: JARAMILLO, DAVID M.
Subject: RE: Fleet Approvals New Vehicle
Date: Thursday, September 18, 2025 10:37:00 AM

Thanks David.

From: JARAMILLO, DAVID M. <dmjaramillo@santafenm.gov>
Sent: Thursday, September 18, 2025 9:55 AM
To: VALDEZ, MARTIN J. <mjvaldez@santafenm.gov>
Subject: Fleet Approvals New Vehicle

T o whom it may concern,

I am writing to express that in the case of **ESD, Fire, Transit, Airport, Complete streets 1 ton and above,** I'm not required to review any of their purchases. This is because I don't over see their fleet or manage those assets.

Please reach out if you have any questions.

David Jaramillo
Fleet section manager
(505)4704682
(505)9552351

Signature: Martin J Valdez

Email: mjvaldez@santafenm.gov

Signature: DEBORA TRUJILLO
DEBORA TRUJILLO (Jul 30, 2026 08:55:13 MDT)

Email: dctrujillo@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

PURCHASING_MEMO_FOR_INLAND_KENWORTH_FY27 (1)

Final Audit Report 2026-08-04

Created:	2026-08-04
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAzFPf_VS__sff9Cnu9t0l7s5jeajbYmc-
Documents:	PURCHASING_MEMO_FOR_INLAND_KENWORTH_FY27 (1).pdf (45 pages)

"PURCHASING_MEMO_FOR_INLAND_KENWORTH_FY27 (1)" History

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PURCHASING_MEMO_FOR_INLAND_KENWORTH_FY27 (1) (1)

Final Audit Report 2026-08-07

Created:	2026-08-05
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4k4eBLwLq6P-aR3IYDy6KEeirtCEdFR0
Documents:	PURCHASING_MEMO_FOR_INLAND_KENWORTH_FY27 (1) (1).pdf (47 pages)
Number of Documents:	1
Document page count:	47
Number of supporting files:	0
Supporting files page count:	0

"PURCHASING_MEMO_FOR_INLAND_KENWORTH_FY27 (1) (1)" History

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Agreement completed.

2026-08-07 - 8:08:27 PM GMT

Date: August 5, 2026

To: Governing Body, Public Works and Utilities Committee

From: Xavier Martinez, Constituent Services Manager XM

Via: Geralyn Cardenas, City Clerk

RE: Children's Fishing Derby

EXECUTIVE SUMMARY:

The proposed resolution would suspend the Annual Fishing Derby in Santa Fe River for the year of 2026, and it would approve a Children's Fishing Derby event on City Property at Nichols Reservoir ("the Reservoir"). Additionally, it directs the City Manager to take the necessary steps to organize the event with the following specifications:

1. The event attendees will be limited to one hundred and fifty (150) children, each accompanied by an adult;
2. The participants in the event shall access the Reservoir by City bus only; and
3. The City is to take all necessary precautions to protect the Santa Fe Watershed and the City's water supply in all aspects of the event planning.

Lastly, the resolution directs the City Manager or designee to determine all other necessary details necessary to organize the Children's Fishing Derby event, including working with the New Mexico Game and Fish to stock the Reservoir with fish, specifically, triploid trout, which are infertile and will not cross-breed with native trout. Wildlife managers use triploid trout in lakes and reservoirs without risking over population or unwanted river migration.

BACKGROUND:

Resolution No. 2008-111 combined the annual River Festival and the Fishing Derby in order to promote greater awareness of the river, to celebrate the Santa Fe River and its historic and present roles in the community, to promote the diversity of cultures, to bring together different segments of the community, and to provide entertainment and fun for the whole family. Resolution No. 2012-52 amended Resolution No. 2008-111 to allow the date of the annual River Festival and Fishing Derby to be changed due to anticipated watershed yield or for other climatic or hydrologic reasons. Due to dry conditions this year, the Santa Fe River will not meet the conditions under which the target flows will be met, and therefore the annual Fishing Derby should be suspended. However, Ordinance No. 2026-17 specified that limited fishing events on City-owned property in the Santa Fe Municipal Watershed may be approved by the Governing Body, and therefore Nichols Reservoir may serve as a possible location for a fishing derby.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

Councilor Paul Bustamante

A RESOLUTION

SUSPENDING THE ANNUAL FISHING DERBY IN SANTA FE RIVER; APPROVING A CHILDREN'S FISHING DERBY EVENT ON CITY PROPERTY IN NICHOLS RESERVOIR ON SEPTEMBER 26TH, 2026; AND DIRECTING THE CITY MANAGER AND DESIGNATED CITY STAFF TO TAKE THE NECESSARY STEPS TO ORGANIZE THE EVENT.

WHEREAS, the City of Santa Fe ("City") has, in the past, hosted an annual Fishing Derby; and

WHEREAS, the annual Fishing Derby is a City tradition which brings community together; and

WHEREAS, the Fishing Derby may provide education to the public, and especially children, about the City's water supply; and

WHEREAS, Resolution No. 2008-111 combined the annual River Festival and the Fishing Derby in order to promote greater awareness of the river, to celebrate the Santa Fe River and its historic and present roles in the community, to promote the diversity of cultures, to bring together different segments of the community, and to provide entertainment and fun for families; and

WHEREAS, Resolution No. 2012-28 adopted the "City of Santa Fe Administrative Procedures for City of Santa Fe River Target Flows" ("Administrative Procedures"), and Resolution No. 2012-52 amended "No. 5 of the Administrative Procedures to specify that in a year where the "watershed yield is less than 50%, or, if for other climactic or hydrologic reasons, daily target flows adequate for the Fishing Derby cannot be met, the date of the Fishing Derby may be changed or the Fishing Derby will be suspended"; and

WHEREAS, consistent with Rule No. 5 of the Administrative Procedures, drought conditions this year in Santa Fe create conditions under which the specified target flows will not be met and the annual Fishing Derby in the Santa Fe River would therefore be suspended until such time that the appropriate flows can be met; and

WHEREAS, the City wishes to hold a fishing derby event for children, and the ongoing drought conditions in Santa Fe are such that the annual Fishing Derby's status is unclear as it relates to the specified requirements of Rule No. 5; and

WHEREAS, Ordinance No. 2026-17 specifies that limited fishing events on City-owned property in the Santa Fe Municipal Watershed may be approved by the Governing Body and Ordinance No. 2026-17 would make it possible to hold a "Children's Fishing Derby" event in the Nichols Reservoir ("the Reservoir"); and

WHEREAS, a fishing derby may take place in the Reservoir if New Mexico Game and Fish stocks the Reservoir with fish; and

WHEREAS, the City is committed to protecting the Santa Fe Watershed and as such, the Governing Body wishes the event to be conducted with the care that such a commitment would require.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that due to the current drought conditions in Santa Fe, and consistent with the requirements established in the Administrative Procedures, Rule No. 5, the annual Fishing

Derby in the Santa Fe River shall be suspended for the year of 2026.

BE IT FURTHER RESOLVED that consistent with Ordinance No. 2026-17, the Governing Body approves a Children's Fishing Derby event on September 26th, 2026, on City property at the Nichols Reservoir.

BE IT FURTHER RESOLVED and that the City Manager and designated staff shall take the necessary steps to organize the Children's Fishing Derby event with the following specifications:

1) The event shall be limited to 150 children, each accompanied by an adult; and
2) The participants in the event shall access the Reservoir by City bus only; and
3) The City Manager and designated staff take all necessary precautions to protect the Santa Fe Watershed and the City's water supply in all aspects of the event planning.

BE IT FURTHER RESOLVED that the City Manager or a designee of the City Manager shall determine all other details necessary to organize the Children's Fishing Derby, including working with New Mexico Game and Fish to stock the Reservoir with fish.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martínez

Marcos D. Martínez (Aug 7, 2026 12:10:02 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Children's Fishing Derby

FIR No. 10775.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Children's Fishing Derby

Sponsor(s): Mayor Michael Garcia, Councilor Paul Bustamante

Reviewing Department(s): _____

Staff Completing FIR: Xavier Martinez, Constituent Services Manager **Date:** 8/5/2026

Phone: 505-637-1563

Reviewed by City Attorney: Marcos D. Martínez **Date:** 08/06/2026

Marcos D. Martínez (Aug 7, 2026 12:10:02 MDT)

Reviewed by Finance Director: _____ **Date:** _____

Summary:

The proposed resolution would suspend the Annual Fishing Derby in Santa Fe River for the year of 2026, and it would approve a Children's Fishing Derby event on City Property at Nichols Reservoir ("the Reservoir"). Additionally, it directs the City Manager to take the necessary steps to organize the event with the following specifications:

1. The event attendees will be limited to one hundred and fifty (150) children, each accompanied by an adult;
2. The participants in the event shall access the Reservoir by City bus only; and
3. The City is to take all necessary precautions to protect the Santa Fe Watershed and the City's water supply in all aspects of the event planning.

Lastly, the resolution directs the City Manager or designee to determine all other necessary details necessary to organize the Children's Fishing Derby event, including working with the New Mexico Game and Fish to stock the Reservoir with fish.

Departments Affected:

Community Engagement Department, Public Utilities Department and Public Works Department.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City Manager will not be authorized to organize a Children's Fishing Derby in Nichols Reservoir on September 26, 2026.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Ordinance No. 2026-17 specifies that limited fishing events on City-owned property in the Santa Fe Municipal Watershed may be approved by the Governing Body.

Performance and Administrative Implications:

The City Manager and all designated staff will be tasked with organizing all necessary details of the Children's Fishing Derby, including working with New Mexico Game and Fish to stock the Reservoir with fish.

Fiscal Implications:

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$3,270	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$5,949	$				$
Total:	$	$9,219	$				$

Expenditure Narrative:
The proposed Community Fishing Derby will be held on a Saturday at the City Reservoir. Because the event occurs outside of normal operating hours, additional personnel, transportation services, and event-related supplies will be required.

Revenue

Revenue Type	FYE 2027	FYE 2028	FYE 2029	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Xavier Martinez

Email: xbmartinez@santafenm.gov

Signature:

Email: gfcardenas@santafenm.gov

Date: June 30, 2026

To: Governing Body and Finance Committee

From: Geralyn F. Cardenas, City Clerk

RE: Updating the Campaign Finance Code

EXECUTIVE SUMMARY:

The proposed bill would amend Chapter 9-3 of the City of Santa Fe's Public Campaign Finance Code to increase the amount of public financing available to candidates for municipal office. Specifically, the bill would increase the annual appropriation to the Public Campaign Finance Fund from one hundred fifty thousand dollars ($150,000.00) to three hundred thousand dollars ($300,000.00). It would also increase public financing for candidates in contested races, raising the amount available to mayoral candidates from sixty thousand dollars ($60,000.00) to one hundred twenty thousand dollars ($120,000.00) and to city councilor and municipal judge candidates from fifteen thousand dollars ($15,000.00) to thirty thousand dollars ($30,000.00). In addition, the bill would repeal Section 9-3.12, "Qualified Small Contributions," and Section 9-3.13, "Additional Reports of Qualified Small Contributions; Additional Matching Payments from the Fund".

BACKGROUND:

The current amounts distributed to qualified public campaign finance candidates by the City of Santa Fe is a lower amount in comparison to other municipalities that participate in public campaign financing. This is an effort to give the City's public campaign financing candidates a fairer opportunity to run against a privately financed candidate in the Regular Local Election. Additionally, this would eliminate the need for a public financed candidate to solicit additional funds such as the Qualifies Small Contributions.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-13

INTRODUCED BY:

Councilor Alma Castro

underscored material = new [~~bracketed material~~] = delete

A BILL

AMENDING THE CITY OF SANTA FE'S PUBLIC CAMPAIGN FINANCE CODE, CHAPTER 9-3 SFCC 1987, TO INCREASE THE AMOUNT OF FUNDING AVAILABLE FOR PUBLICLY FINANCED CANDIDATES FOR MUNICIPAL OFFICE; INCREASING THE FUNDING AMOUNTS FOR CITY COUNCIL, MUNICIPAL JUDGE, AND MAYORAL CANDIDATES; REPEALING SECTION 9-3.12 SFCC 1987, QUALIFIED SMALL CONTRIBUTIONS; AND REPEALING SECTION 9-3.13 SFCC 1987, ADDITIONAL REPORTS OF QUALFIED SMALL CONTRIBUTIONS; ADDITIONAL MATCHING PAYMENTS FROM THE FUND.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 9-2.3 of SFCC 1987 (being Ord. No. 2023-13, § 2, as amended) is amended to read:

As used in the Campaign and Public Campaign Finance Codes:

A. *Advertisement* means a communication referring to a candidate or ballot question that is published, disseminated, distributed, or displayed to the public by print, broadcast,

satellite, cable or electronic media, including recorded phone messages, or by printed materials, including mailers, handbills, signs and billboards, but does not include any of the following:

(1) A communication by a membership organization or corporation to its current members, stockholders or executive or administrative personnel;

(2) A communication appearing in a news story or editorial distributed through a print, broadcast, satellite, cable or electronic medium;

(3) A candidate debate or forum or a communication announcing a candidate debate or forum paid for on behalf of the sponsor of the debate or forum; provided that two or more candidates for the same position have been invited to participate or, in the case of an uncontested election, that the sponsor invited the single candidate for the position to participate;

(4) Nonpartisan voter guides allowed by the federal Internal Revenue code of 1986, as amended, for Section 501(c)(3) organizations; or

(5) Statements made to a court or administrative board in the course of a formal judicial or administrative proceeding.

B. *Anonymous contribution* means a contribution for which any of the information required to be recorded or reported by the Campaign Code is unknown to the persons who are required to record or report it.

C. *Ballot proposition* means any measure, amendment or other question submitted to, or proposed for submission to, a popular vote at a Santa Fe election.

D. *Campaign depository* means a bank, mutual savings bank, saving and loan association or credit unition doing business in this state under which a campaign account or accounts are maintained.

E. *Campaign finance statement* means a report of all contributions received and

expenditures made according to a form prescribed by the city clerk which, when completed and filed, provides the information required in the sections to follow.

F. *Campaign materials* means any published communication, electronic or otherwise, disseminated to more than one hundred (100) persons that either supports the election or defeat of any identifiable candidate or candidates or supports the approval or defeat of a ballot proposal, other than communications to, or editorials, reports, or commentary by news media.

G. *Campaign treasurer* means the individual who is responsible for keeping the financial records of the political committee or candidates (the candidate may be their own campaign treasurer or deputy campaign treasurer).

H. *Candidate* means any individual who seeks election to a Santa Fe municipal office. An individual shall be a candidate when:

(1) The individual announces publicly;

(2) The individual files for office;

(3) The individual accepts contributions or makes expenditures; or

(4) Any activity is held to promote an election campaign of the individual, if that activity is endorsed or supported by that individual or if the benefits of such activity are later accepted by the individual.

I. *Charity* means an organization that is exempted form federal taxation by Title 26 United States Code, Section 501(c)(3).

J. *Contribution* means a loan, loan guarantee, gift, advance, pledge, contract, agreement or promise of money or anything of value or other obligation, whether or not these items are legally enforceable, made directly or indirectly, to a candidate or political committee, or to a person obligated to file a report under Subsection 9-2.6 SFCC 1987, for the purpose of supporting the election or defeat of any identifiable candidate or the

approval or defeat of a ballot proposition.

(1) The term "contribution" includes:

(a) The transfer of funds or anything of value between political committees;

(b) The transfer of anything of value for less than full consideration;

(c) Interest, dividends or other income derived from the investment of campaign funds;

(d) The payment for the services of an individual serving on behalf of a candidate or political committee, which payments are made by a third party;

(e) The purchase of tickets for fundraising events such a dinners, rallies, raffles, etc. and the proceeds of collections at fundraising events; and

(f) A coordinated expenditure.

(2) The term "contribution" does not include a volunteer's personal services provided without compensation or the travel or personal expenses of such a campaign worker.

K. Contributor means:

(1) *Individual contributor* means an individual who makes a contribution from their personal assets which are not those of a business, corporation, partnership, labor organization, unincorporated association or political committee.

(2) *Business or organizational contributor* means an individual who uses the assets of a business, corporation, partnership, labor organization, unincorporated association or political committee as a contribution, or any business, corporation, partnership, labor organization, unincorporated association or political committee which makes a contribution.

L. *Coordinated expenditure* means an expenditure that is made

(1) By an individual or entity other than a candidate or the candidate's political

committee; and

(2) In cooperation, consultation, or concert with, or at the request or suggestion of, a candidate, his/her representatives or agents or the candidate's political committee, including but not limited to, the following examples in subsections 9-2.3(K)(2)(a)-(d):

(a) There has been substantial discussion between the individual or entity making the expenditure and the candidate, candidate's political committee, or his/her representatives or agents. Substantial discussion includes, but is not limited to, an exchange of campaign strategies, polling information, voter lists or any other similar information that would facilitate the election or defeat of a candidate.

(b) An entity making the expenditure is directly or indirectly formed or established by or at the request or suggestion of, or with the encouragement of the candidate, candidate's political committee, or his/her representatives or agents.

(c) The candidate, candidate's political committee or his/her representatives or agents has solicited funds or engaged in other fundraising activities on behalf of the person or entity making the expenditure during the twelve-month (12) period preceding the date of the expenditure. Fundraising activities include, but are not limited to, exchanging names of potential donors or other lists to be used in engaging in fundraising activity, regardless of whether or not the individual or entity pays fair market value for the names or lists provided; or being a featured guest or speaker at a fundraising event for the benefit of the entity making the expenditure.

(d) If the individual or entity making the expenditure has employed, has in a leadership position, or has accepted a donation of the campaign related

professional services of any person, who, during the twelve-month period preceding the date of the expenditure, has been an employee of, has advised, or provided or is providing services to the candidate or candidate's political committee. These services include, but are not limited to, any services in support of the candidate's or candidate's political committee's campaign activities, such as advertising, message, strategy or policy services, polling, allocation of resources, fundraising or campaign operations.

(e) An expenditure is not a coordinated expenditure solely because:

(f) The individual or entity and a candidate or candidate's political committee use the same vendor to provide polling services, printing or distribution services or physical space, provided that the vendor has in place prior to the expenditure a firewall to ensure that there is no exchange of information between the individual or entity and the candidate or campaign committee. Evidence of an adequate firewall is a vendor's formal written policy or a contractual agreement with the vendor prohibiting the exchange of information between the individual or entity and the candidate or candidate's political committee, which policy or contract is distributed to all relevant employees, consultants, and clients affected by the policy or contract. The firewall shall be designed and implemented to prohibit the flow of information between employees and consultants providing services to the individual and entity and to those currently or previously providing services to the candidate or candidate's political committee. Coordination will be presumed in the absence of such a firewall; or

(g) The individual or entity making the expenditure interviews a candidate; has endorsed a candidate; has obtained from the candidate a biography of the

candidate or a position paper, press release, or similar material about the candidate; has invited the candidate to make an appearance before the person's members, employees or shareholders; or has shared space with a candidate or candidate's political committee for one or more single events of limited duration.

M. *Election* means any regular or special Santa Fe municipal election.

N. *Expenditure* means a payment, transfer, distribution, or obligation, or promise to pay, transfer or distribute any money or other thing of value for a political purpose, including payment of a debt incurred in an election campaign.

O. *Fund* means the public campaign finance fund created by subsection 9-3.4 SFCC 1987.

P. *Independent expenditure* means an expenditure that is

(1) Made by a person other than a candidate or campaign;

(2) Not a coordinated expenditure as defined in Section 9-2, the campaign code; and

(3) Made to pay for an advertisement that:

(a) Expressly advocates the election or defeat of an identifiable candidate or the passage or defeat or an identifiable question;

(b) Is susceptible to no other reasonable interpretation than as an appeal to vote for or against a clearly identified candidate or ballot question; or

(c) Refers to a clearly identified candidate or ballot question and is published and disseminated to the electorate in Santa Fe within sixty (60) days before the election at which the candidate or ballot question is on the ballot.

Q. <u>*Non-participating candidate* means a candidate who is not a candidate participating in the public campaign finance fund.</u>

R. *Political committee* means any entity that:

(1) Is formed for the principal purpose of:

(a) Raising or collecting, and expending or contributing money or anything of value for supporting the election or defeat of any identifiable candidate or candidates or for supporting the approval or defeat of ballot propositions; or

(b) Coordinating or cooperating in efforts to support the election or defeat of any identifiable candidates or of supporting the approval or defeat of any ballot propositions; and

(2) Expends five thousand dollars ($5,000.00) or more in the aggregate for these principal purposes during a single election.

S. *Publicly financed candidate* means a candidate who has qualified and has been certified pursuant to subsection 9-3.9 SFCC 1987 as eligible to receive payments from the fund.

T. *Qualified elector* means a person who is registered to vote in the city of Santa Fe.

[~~U. *Qualified small contribution* means a contribution of no more than one hundred dollars ($100.00) made and accepted in compliance with the provisions of subsection 9-3.12 SFCC 1987.~~]

[~~V.~~]U. *Qualifying contribution* means a contribution of five dollars ($5.00) that is received from a qualifying elector during the qualifying period by a candidate seeking to become a publicly financed candidate. A candidate for councilor shall only receive qualifying contributions from qualified electors registered to vote in the council district in which the candidate is running.

[~~W.~~]V. *Qualifying period* means the period during which a candidate seeking to become a publicly financed candidate is permitted to collect qualifying contributions and to apply for certification as a publicly financed candidate. It begins one hundred eighty-three (183) days before the election and ends one hundred six (106) days before the election.

[~~X.~~]W. *Race* means the electoral process in which one (1) or more candidates run and one (1) candidate is elected to the office of mayor, municipal judge, or city councilor for a particular district.

[~~Y.~~]X. *Seed money contributions* means a contribution of no more than one hundred dollars ($100.00) made and accepted in compliance with the provisions of subsection 9-3.6 SFCC 1987 and used exclusively for the purpose specified in that subsection.

[~~Z.~~]Y. *Uncontested race* means a race in which there is only one (1) candidate for the office sought.

Section 2. Section 9-3.4 of SFCC 1987 (being Ord. No. 2018-28, § 6) is amended to read:

9-3.4 Public Campaign Finance Fund.

A. A dedicated public campaign finance fund ("the fund") is established to be administered by the city clerk for the purpose of providing public financing for the election 5 campaigns of participating candidates. Monies in the fund and disbursed from the fund to 6 participating candidates are public monies entrusted to the candidates to be used solely for the 7 public purposes specified in this Section 9-3 SFCC 1987.

B. Each fiscal year, the sum of [~~one hundred fifty thousand dollars ($150,000.00)~~] three hundred thousand dollars ($300,000.00) shall be deposited for and deposited in the fund.

C. The governing body shall appropriate and deposit in the fund such additional sums, if any, as may be necessary to ensure:

(1) That the balance in the fund one hundred nineteen (119) days preceding each election for mayor and four (4) council seats is at least six hundred thousand dollars ($600,000.00); and

(2) That the balance in the fund one hundred nineteen (119) days preceding each election for municipal judge and four (4) council seats is at least three hundred thousand dollars ($300,000.00).

D. In addition to the deposits required by paragraphs B. and C. of this subsection, the following shall also be deposited in the fund:

(1) All seed money contributions received by candidates seeking to become certified as participating candidates which remain unspent;

(2) All qualifying contributions received by candidates seeking to become certified as participating candidates;

(3) All amounts paid from the fund to participating candidates which have not been spent or obligated as of the date of the election;

(4) All fines levied by the ethics and campaign review board or as decreed by a court of competent jurisdiction as a condition of probation

(5) Voluntary donations made to the fund;

(6) All interest and other income earned from investment of the fund; and

(7) Such other appropriations to the fund as may be made by the governing body as necessary to fulfill the requirements of this section 9-3 SFCC 1987.

E. A deposit to the fund pursuant to paragraph B. of this subsection shall not be made if the balance in the fund prior to the deposit exceeds eight hundred thousand dollars ($800,000.00). If a deposit to the fund pursuant to paragraph B. of this subsection would cause the balance in the fund to exceed eight hundred thousand dollars ($800,000.00), only so much of the deposit shall be made as will increase the balance to that amount and no more.

Section 3. Section 9-3.10 of SFCC 1987 (being Ord. No. 2023-13, § 17) is

amended to read:

9-3.10 – Payments to Publicly Financed Candidates.

A. Within three (3) business days of certifying a candidate as a publicly financed candidate, the city clerk shall disburse to the candidate from the fund:

(1) [~~Sixty thousand dollars ($60,000.00)~~] One hundred twenty thousand dollars ($120,000) for a candidate in a contested race for the office of mayor;

(2) [~~Fifteen thousand dollars ($15,000.00)~~] Thirty thousand dollars ($30,000) for a candidate in a contested race for the office of city councilor;

(3) [~~Fifteen thousand dollars ($15,000.00)~~] Thirty thousand dollars ($30,000) for a candidate in a contested race for the office of municipal judge; or

(4) For a candidate in an uncontested race, ten percent (10%) of the amount would be due to a candidate in a contested race for the same office.

B. If the amounts required to be paid to candidates under paragraph A of this subsection exceed the total amount available in the fund, each payment shall be reduced in proportion to the amount of such excess. Any such proportionate reduction in the payment due to any candidate under paragraph A of this subsection shall give the candidate the option to reject the payment and to withdraw as a publicly financed candidate. A candidate who withdraws as a publicly financed candidate pursuant to this paragraph shall file an affidavit with the city clerk so stating and shall thenceforth be treated for all purposes as a non-publicly financed candidate relieved of all obligations and restrictions and excluded from all benefits and exemptions imposed or conferred on a publicly financed candidate by this Section 9-3 SFCC 1987.

C. Within five (5) business days of the candidate's receipt of the amount disbursed

under paragraph A of this subsection or the city clerk's refusal to certify the candidate as a publicly financed candidate pursuant to paragraph A of subsection 9-3.9 SFCC 1987, whichever is sooner, the candidate shall pay the city clerk for deposit in the fund any amount of seed money that has been temporarily retained by the candidate for the purpose of keeping open the bank account in the campaign depository pursuant to paragraph E of subsection 9-3.6 SFCC 1987.

Section 4. Section 9-3.12 of SFCC 1987 (being Ord 2023-13 § 18,) is repealed:

~~[9-3.12 Qualified small contributions.~~

A. ~~A Publicly financed candidate may solicit and accept qualified small contributions beginning on the date on which the candidate is certified as a publicly financed candidate pursuant to subsection 9-3.9(A) SFCC 1987.~~

B. ~~The aggregate amount of qualified small contributions from any one contributor to any one candidate shall not exceed one hundred dollars ($100.00).~~

C. ~~The aggregate amount of qualified small contributions accepted by a publicly financed candidate shall not exceed:~~

~~(1) For a candidate for mayor, fifty percent (50%) of the amount initially paid to the candidate pursuant to subsection 9-3.10 SFCC 1987; and~~

~~(2) For a candidate for council or municipal judge, twenty-five percent (25%) of the amount initially paid to the candidate pursuant to subsection 9-3.10 SFCC 1987.~~

D. ~~Each qualified small contribution shall be accompanied by a form signed by the contributor, which shall include the contributor's name, home address, telephone number, occupation, and name of employer. The city clerk shall accept electronic signatures and electronic conveyances that comply with the Uniform Electronic Transactions Act, Section 14-16-1 through 14-16-21 NMSA 1978.~~

E. ~~No person shall knowingly make, and no candidate shall knowingly receive, a qualified~~

~~small contribution that is not from the person named on the form or for which the person named on the form has been or will be reimbursed or compensated by another person.~~

F. ~~Before soliciting or accepting qualified small contributions, a candidate shall appoint a treasurer and establish a campaign depository in the manner required by subsection 9-2.8 SFCC 1987. All qualified small contributions received by a candidate shall be recorded by the candidate's campaign treasurer, deposited in a separate non-interest-bearing account in the campaign depository and used in the candidate's campaign or disposed of following the election in the manner required by subsection 9-2.9 SFCC 1987. All such contributions shall be timely reported in a campaign finance statement prepared in the manner required by subsections 9-2.10 through 9-2.12 SFCC 1987 and filed on the dates required by subsection 9-2.10 SFCC 1987. Campaign finance statements reporting the receipt of qualified small contributions shall be accompanied by copies of the forms signed by each contributor pursuant to paragraph D of this subsection.~~]

Section 5. Section 9-3.13 of SFCC 1987 (being Ord. No. 2023-13, § 19) is repealed:

[~~9-3.13 Additional Reports of Qualified Small Contributions; Additional Matching Payments From the Fund.~~

~~A. In addition to filing the campaign finance statements required by subsection 9-3.12(F) SFCC 1987, a publicly financed candidate may file one additional campaign finance statement reporting the receipt of qualified small contributions on the fifty-seventh (57th) day preceding the election.~~

~~B. Within two (2) business days after the filing of a campaign finance statement by a publicly financed candidate reporting the receipt of qualified small contributions and~~

~~accompanied by copies of the forms signed by the contributors as required by paragraph D of subsection 9-3.12 SFCC 1987, the city clerk shall disburse to the candidate an additional payment from the fund equal to the total amount of the qualified small contributions reported in the campaign finance statement; provided, however, that no such additional matching payments shall be made for contributions reported in a campaign finance statement filed after the twenty-fifth (25th) day preceding the election.~~

~~C. Additional payments made to a publicly financed candidate pursuant to paragraph B of this subsection shall be deposited in the separate account in the candidate's campaign depository that was established by the candidate for the deposit of payments received from the fund pursuant to paragraph A of subsection 9-3.11.~~

~~D. The aggregate amount of additional payments made to a publicly financed candidate pursuant to paragraph B. of this subsection shall not exceed:~~

~~(1) For a candidate for mayor, fifty percent (50%) of the amount initially paid to the candidate pursuant to subsection 9-3.10 SFCC 1987; and~~

~~(2) For a candidate for city council or municipal judge, twenty-five percent (25%) of the amount initially paid to the candidate pursuant to subsection 9-3.10 SFCC 1987.~~

~~E. If the amounts required to be paid to candidates under paragraph B of this subsection exceed the total amount available in the fund, each payment shall be reduced in proportion to the amount of such excess.~~]

Section 5. Section 9-3.14 of SFCC 1987 (being Ord. No. 2023-13, § 20) is amended to read:

9-3.14 – Reports of expenditures; exemption from certain reporting requirements.

A. A publicly financed candidate shall file with the city clerk reports under oath of expenditures made from the payments received from the fund, indicating that the

expenditures were made from that source and showing the date and amount of each such expenditure, the name and address of the person or organization to whom it was made, the purpose of the expenditure, the aggregate amount of such expenditures made to each person or organization and the aggregate amount of all such expenditures made by the candidate or by his or her campaign. A copy of each receipt, printed on 8½-inch by 11-inch paper, shall be filled with the city clerk with the reports provided in this subsection. Each report shall be accompanied by a copy of the most recent bank statement for the separate account established by the candidate for the deposit of payments from the funds pursuant to paragraph A of subsection 9-3.11 SFCC 1987. Within ninety (90) days after the election, the candidate shall file a copy of a final bank statement showing that all funds in the account have been expended or returned to the city in the manner required by paragraphs A and C of subsection 9-3.11 SFCC 1987 and that the account has been closed.

B. The reports required by paragraph A of this subsection shall be filed on each of the days prescribed for the filing of campaign finance statements by subsection 9-2.10 SFCC 1987.

C. A campaign finance statement filed by a publicly financed candidate to report qualified small contributions pursuant to paragraph F of subsection 9-3.12 SFCC 1987 or paragraph A of subsection 9-3.13 SFCC 1987 shall also include a report of all expenditures made during the period covered by the statement from the separate account established by the candidate for the deposit of such contributions pursuant to paragraph F of subsection 9-3.12 SFCC 1987. The statement shall show that the expenditures were made from that source and shall contain all the information concerning the expenditures, account balance, and funds on hand that is required for campaign finance statements filed pursuant to subsection 9-2.11 SFCC 1987.

D. Except as provided in paragraphs A through C of this subsection, paragraph C of this subsection 9-3.8 SFCC 1987, paragraph F of subsection 9-3.12 SFCC 197, and paragraph A of subsection 9-3.13 SFCC 1987, publicly financed candidates are exempt from the requirement to file campaign finance statements imposed by subsections 9-2.10 SFCC 1987 through 9-2.12 SFCC 1987 and from the requirements to file campaign records with the city clerk imposed by paragraph D of subsection 9-2.9 SFCC 1987; provided, however, that campaign records shall be maintained in the manner required by the applicable provisions of the Campaign Code (Section 9-2 SFCC 1987) and shall be made available upon request to the city clerk and the ethics and campaign review board.

E. Seed money and qualifying contribution reports, campaign finance statements and contribution and expenditure reports of a candidate for municipal judge are not required to be signed or acknowledged by the candidate.

F. Any financial reporting shall be filed through the clerk's online portal for the campaign finance if and when the portal becomes available.

Section 6. Section 9-3.18 of SFCC 1987 (being Ord. No. 2023-13, § 13) is amended to read:

9-3.18 – Reports and forms.

A. All reports and forms that are required by Section 9-3 SFCC 1987 shall be signed under oath and submitted on forms prescribed by the city clerk. If the clerk makes an online portal available for submission, the candidate shall use the online portal.

B. The city clerk is authorized to reject any incomplete report or form. The city clerk shall notify a publicly financed candidate that the report or form is incomplete.

C. The city clerk [~~shall~~] may assess a fine of one hundred dollars ($100.00) for unexcused late filing of reports or forms.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Jul 7, 2026 16:22:54 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

FIR No. 10762.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Update Public Campaign Finance Code

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Geralyn Cardenas, City Clerk **Date:** 6/30/2026
Phone: 505-955-6519

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Jul 7, 2026 16:22:54 MDT) **Date:** 07/07/2026

Reviewed by Finance Director: **Date:** 07/09/2026

Summary:
The proposed bill would amend Chapter 9-3 of the City of Santa Fe's Public Campaign Finance Code to increase the amount of public financing available to candidates for municipal office. Specifically, the bill would increase the annual appropriation to the Public Campaign Finance Fund from one hundred fifty thousand dollars ($150,000.00) to three hundred thousand dollars ($300,000.00). It would also increase public financing for candidates in contested races, raising the amount available to mayoral candidates from sixty thousand dollars ($60,000.00) to one hundred twenty thousand dollars ($120,000.00) and to city councilor and municipal judge candidates from fifteen thousand dollars ($15,000.00) to thirty thousand dollars ($30,000.00). In addition, the bill would repeal Section 9-3.12, "Qualified Small Contributions," and Section 9-3.13, "Additional Reports of Qualified Small Contributions; Additional Matching Payments From the Fund".

Departments Affected:
City Clerk's Office.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, public campaign financing amounts and the annual appropriation to the Public Campaign Fund will remain at current levels. The existing qualified small contributions and matching payment provisions will also remain in effect.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None

Performance and Administrative Implications:
Approval of this Bill will relieve City Clerk staff from having to schedule and meet with candidates for financial reporting once we offer candidates the ability to submit their finance reports online.

Fiscal Implications:
This Bill will require an increase to the annual appropriation to the Public Campaign Finance Fund by one hundred fifty thousand dollars ($150,000.00) to three hundred thousand dollars ($300,000.00).

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

This Bill will require an increase to the annual appropriation to the Public Campaign Finance Fund by one hundred fifty thousand dollars ($150,000.00) to three hundred thousand dollars ($300,000.00).

Signature: 

Email: gfcardenas@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO BILL NO. 2026-13
Updating Public Campaign Finance Code

The following members of the Governing Body joined sponsorship of this legislation:

Paul Bustamante (Jul 27, 2026 14:52:10 MDT)

Paul Bustamante, Councilor

07/27/2026

Date

10762.1

Bustamante Co-Sponsorship (7.27.26)

Final Audit Report 2026-07-27

Created:	2026-07-27
By:	INDIRA innadasen-gladstone@santafenm.gov (innadasen-gladstone@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkflkwZwyHWf--TDEEJ_gmLKygWClkIar
Documents:	Bustamante Co-Sponsorship (7.27.26).docx (1 page)
Number of Documents:	1
Document page count:	1
Number of supporting files:	0
Supporting files page count:	0

"Bustamante Co-Sponsorship (7.27.26)" History

Document created by INDIRA innadasen-gladstone@santafenm.gov (innadasen-gladstone@santafenm.gov)
2026-07-27 - 8:44:55 PM GMT- IP address: 63.232.20.2

Document emailed to Paul Bustamante (pcbustamante@santafenm.gov) for signature
2026-07-27 - 8:46:46 PM GMT

Email viewed by Paul Bustamante (pcbustamante@santafenm.gov)
2026-07-27 - 8:51:56 PM GMT- IP address: 73.98.110.224

Document e-signed by Paul Bustamante (pcbustamante@santafenm.gov)
Signature Date: 2026-07-27 - 8:52:10 PM GMT - Time Source: server- IP address: 73.98.110.224 - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-07-27 - 8:52:10 PM GMT

bakertilly

City of Santa Fe FY 26-27 Internal Audit Program

Audit Committee Meeting / 07.28.26

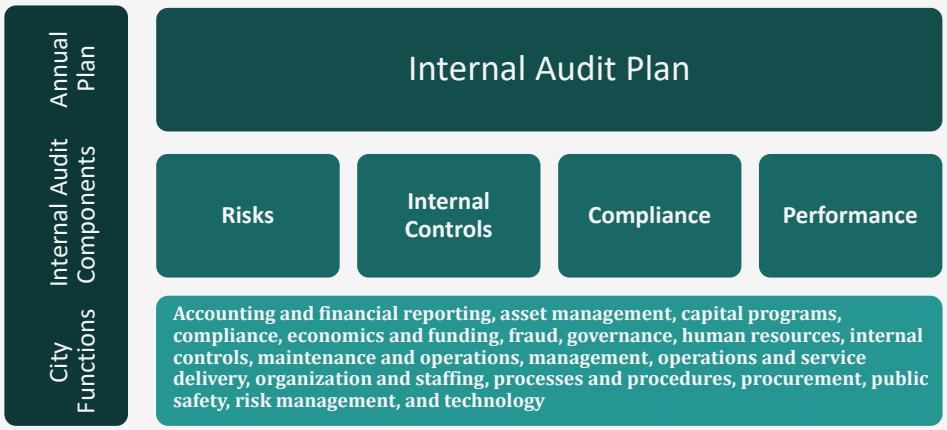
1

Internal Audit Overview

- The City retained Baker Tilly to serve as the designated Internal Auditor and conduct projects focusing on:
  - Risks
  - Internal controls
  - Efficiency and effectiveness
  - Best practices
  - Compliance
- Work is being completed under appropriate industry standards (IIA, GAGAS, AICPA)

2

Internal Audit Program Components



bakertilly

3

Recommended Internal Audit Projects

1. Grants Management Operational Review: Assess the City's grant management function to identify opportunities for improvement (16 weeks, $40,000)
2. Cash Management Internal Audit: Assess the City's internal controls over cash handling, management and reporting. Specific focus will be placed on the varying POS systems used and the related manual integrations required to Tyler MUNIS. (12-16 weeks, $35,000)
3. Capital Improvement Program (CIP) Assessment: Evaluate current informal processes, project request lists, funding gaps, and department-level planning. Develop a scalable framework to support city-wide CIP planning, preventive maintenance analysis, bonding decisions, thresholds, and consistent decision-making (12-16 weeks, $38,000)
4. Follow-up on Open Internal Audit Findings and Recommendations: Follow up on previous findings from past internal audits (Ongoing – appr. 2 times in FY, $25,000)

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4

Recommended Internal Audit Projects (cont.)

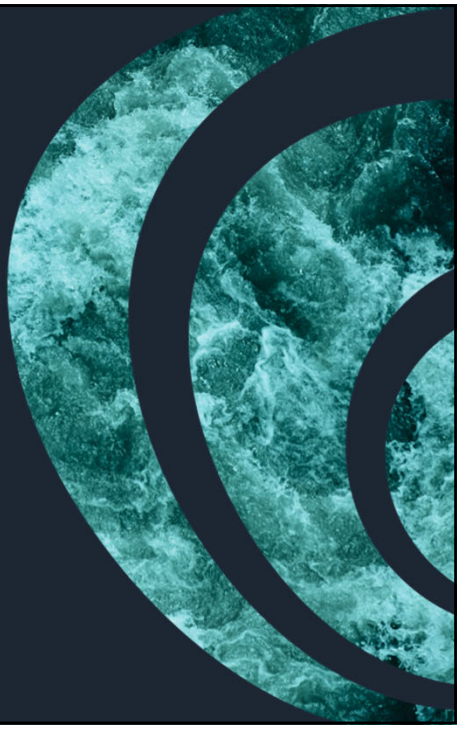
5. Policy and Procedure Support (as needed, $15,000)

6. Ongoing Internal Audit Services: Attend Audit Committee and Council meetings, prepare status reports, and manage internal audit program. (Ongoing, $22,000)

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5

Thank you.



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The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought. Tax information, if any, contained in this communication was not intended or written to be used by any person for the purpose of avoiding penalties, nor should such information be construed as an opinion upon which any person may rely. The intended recipients of this communication and any attachments are not subject to any limitation on the disclosure of the tax treatment or tax structure of any transaction or matter that is the subject of this communication and any attachments. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. The name Baker Tilly and its associated logo is used under license from Baker Tilly International limited. ©2026 Baker Tilly Advisory Group, LP

6

CITY OF SANTA FE

Memorandum

Date: August 24, 2026

To: Finance Committee of the Governing Body

From: Jason Sena, Enforcement Division Manager JDS

Via: Brian Moya, City Manager BM
Andrea Phillips, Deputy City Manager AP
Heather Lamboy, AICP Planning and Land Use Director HL
Maggie Moore, Assistant Planning and Land Use Director MM
Natalie Cauley, Assistant City Attorney

RE: Request for Issuance of a Cease-and-Desist Order to revoke Retail Cannabis Business License # 241777 from Betty Nugz Cannabis, located at 1228 Parkway Drive, Suite D, Green Light Multifactor LLC, Francisco Romero, Owner, (505) 394-1599. Code Enforcement Case# 2026-006062, Violations of Santa Fe City Code Section 18-1.4(A) and Section 14-5.3(G)(4)(V).

EXECUTIVE SUMMARY:

The Enforcement Division is responsible for ensuring compliance with Santa Fe City Code (SFCC) Chapter 18 Licensing, which requires that a person conducting business in the city secure a business license, and portions of Chapter 14 which regulate cannabis businesses. Through its review and approval procedures for cannabis businesses, the Enforcement Division requires proof of compliance with applicable state regulations and zoning verification letters, to ensure they are operating in permitted zone districts and in compliance with density and proximity requirements of city code.

Zoning verification letters are issued by the Planning Division of the Planning and Land Use Department at the request of business owners and submitted with business license applications as required. For cannabis businesses the zoning verification letter verifies whether the business can or cannot operate at a specific address based on the zone district, proximity to other cannabis businesses, child daycare centers, schools, and religious institutions.

In January of 2026, the Business Licensing Division received a complaint from a licensed cannabis manufacturer questioning why Betty Nugz Cannabis was permitted to conduct retail cannabis sales

at 1228 Parkway Drive, Suite D, while other similarly situated businesses were prohibited from doing so. In response, the Enforcement Division investigated the business license and operations of Betty Nugz Cannabis.

The investigation found that Francisco Romero, owner of Greenlight Multifactor LLC, d.b.a Betty Nugz Cannabis, had obtained a retail cannabis business license #241777, issued on September 8, 2025, for 1228 Parkway Drive, Suite D (Attachment A). A review of the application materials submitted by Mr. Romero, revealed that the retail cannabis license was issued based upon a falsified zoning verification letter (Attachment B).

The unaltered zoning verification letter, issued on August 23, 2024, by the City Land Use Planner Stephanie Perea, stated, "This specific address IS within 300 feet of a daycare, school, or religious institution" and "THEREFORE RETAIL IS NOT AN ALLOWED USE AT THIS ADDRESS." (Attachment C).

The zoning verification letter submitted by Mr. Romero in his business license application was altered to state, "This specific address IS NOT within 300 feet of a daycare, school, or religious institution" and removed the statement prohibiting retail cannabis sales at the address. The investigation concluded that the retail cannabis business license #241777, was issued based on the falsified zoning verification letter submitted by Mr. Romero.

As a result of these findings, the City issued a Notice of Violation (NOV) on July 15, 2026, citing violations of SFCC Section 18-1.4(A) *License application; information required* and SFCC Section 14-5.3(G)(4)(V) *Minimum distance from schools* (Attachment D). The NOV outlined that a retail cannabis business is not permitted at the location and that the owner/applicant provided fraudulent zoning verification information to obtain the existing Retail Cannabis License.

Pursuant to SFCC Section 18-1.7, the owner/applicant was ordered to discontinue all business operations within 15 days after service of the Notice of Violation with required compliance date of 07/30/2026. The NOV further advised that if business operations did not cease within the required timeframe, the owner/applicant would be required to appear before the Finance Committee on Monday, August 24, 2026, at 5:00 p.m., in the City Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico 87501, to show cause why the business should not be ordered to cease operations.

The NOV also informed Mr. Romero of the right to be represented by legal counsel, at the owner's expense, and to present evidence and call witnesses during the Finance Committee hearing. The evidence collected during the city's investigation demonstrates that the retail cannabis business is operating at a location where such use is prohibited and that the Retail Cannabis License was obtained through the submission of fraudulent zoning verification documentation.

The week of August 1st, 2026, the Enforcement Division conducted a reinspection of the business and found Betty Nugz Cannabis was still operating as a retail cannabis business.

BACKGROUND:

This investigation was not the Enforcement Division's first encounter with Mr. Romero's business. In January of 2025, the City of Santa Fe Business Licensing Division received a constituent complaint alleging that Betty Nugz Cannabis, located at 1228 Parkway Drive, Suite D, owned by Greenlight Multifactor LLC, was conducting retail cannabis sales while operating under a business license authorizing only cannabis light manufacturing. In response the Enforcement Division conducted an on-site inspection of the property.

During the inspection, Enforcement staff observed retail cannabis sales. Staff met with Mr. Romero and advised him that retail cannabis sales were not a permitted use at the location because the property is adjacent to a daycare facility - Santa Fe Montessori Childcare Program with business license # 230543, which has been at their location since 2021. As a result, Betty Nugz Cannabis did not meet the zoning requirements for a retail cannabis establishment. Mr. Romero stated that he believed his "deli-style" (when retailer has bulk cannabis flower and customer selects the amount wanted which is then weighed/portioned and packaged for that customer at time of sale) method of selling cannabis was permitted. Staff informed him that his interpretation was incorrect, directed him to immediately cease all retail cannabis sales, and advised that only the approved light manufacturing use could continue at the address. Mr. Romero acknowledged the City's direction and agreed to discontinue the retail cannabis sales. At the time Betty Nugz was licensed for Light Manufacturing only business license #238102 which expired on 09/19/2025 (Attachment E).

Following this initial investigation, the matter was referred to Victoria Kaniatobe with the New Mexico Regulation and Licensing Department (NMRLD).

ATTACHMENTS:

A. Business License #241777
B. Falsified Zoning Verification Letter
C. Original Zoning Verification Letter
D. Notice of Violation Case #006062-2026
E. Business License #238102

Signature: Jason D. Sena

Email: jdsena@santafenm.gov

Signature: Hllamboy

Email: hllamboy@santafenm.gov

Signature: ANDREA PHILLIPS (Aug 19, 2026 16:37:11 MDT)

Email: akphillips@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

Attachment A: Business License #241777

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: Green Light Multifactor LLC
DBA: Betty Nugz

Business Location: 1228 Parkway DR D
Santa Fe, NM 87507

CRS Number: 03599778008

Owner: Francisco Romero

License Number: 241777

License Type: Business License - Renewable

Issued Date: September 08, 2025

Classification: Cannabis - Retail

Expiration Date: September 08, 2026

Fees Paid: $35.00

Description: This location does not allow for Cannabis Retail sales manufacturing only.

Green Light Multifactor LLC

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Attachment B: Falsified Zoning Verification Letter

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

August 23, 2024

Francisco Romero
Green Light Multifactor LLC
2105 Camino Polvoso
Santa Fe, NM 87507

RE: Zoning Verification for the property located at 1228 Parkway Drive, Suite D, Santa Fe, NM

Dear Mr. Romero,

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned C-2 General Commercial District and is not located in any overlay districts.

14-4.3 (B) C-2 General Commercial District
The C-2 general commercial district includes areas along streets carrying large volumes of traffic where commercial uses are appropriate. Regulations are designed to guide future additions or changes so as to discourage extension of existing and formation of future strip commercial development, to preserve the carrying capacity of the streets and to provide for off-street parking and loading.

A Vertically Integrated Cannabis Business including micro-producer, light manufacturing, and retail distribution is a permitted use in the C-2 zoning district.

- Cannabis Producer Microbusiness: A small business conducted by a person licensed to cultivate cannabis at a single location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may not possess more than two hundred (200) total mature cannabis plants at any one time is a permitted use in the C-2 District.

- Cannabis Producer: A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may possess two hundred and one (201) total mature cannabis plants or more at any one time is REQUIRED A SPECIAL USE PERMIT in the C-2 zoning district.

- Cannabis Manufacturing, Light: A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using mechanical methods, nonvolatile solvents, or no solvents is a permitted use in the C-2 zoning district.

- ❖ Cannabis Manufacturing, Heavy: A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents, e.g., butane, heptane, hexane, or propane is NOT a permitted use in the C-2 zoning district.

- ❖ Commercial Cannabis Retailer which is licensed to sell cannabis products directly to consumers who are twenty-one years of age or older are permitted uses in the C-2 zone with the understanding that all commercial cannabis retailers are limited to hours of operation from 7:00 AM to 12:00 AM (midnight).

- ➢ This specific address IS NOT within 300 feet of a daycare, school, or religious institution. This location IS NOT within 400 feet of a Medical or Retail cannabis location.

- **Consumption areas are not currently allowed within the City of Santa Fe.**

- **Cannabis for commercial business is not allowed in any residential districts.**

In addition to City of Santa Fe Ordinance No. 2021-19, Cannabis business establishments are pursuant to Cannabis Regulation Act, 26-2C NMSA 1978. Additional jurisdiction in regulating the cultivation, manufacturing, quality, health and safety, environmental impacts, natural resources, quality control, inspections, and other regulatory concerns for all cannabis-based businesses is covered under NMAC Title 16 Chapter 8 which are implemented and controlled by the New Mexico Regulation and Licensing Department. Security and Limited-Access Areas are required under NMAC 16.8.2.10. These requirements include security alarms, digital and video surveillance, locks, badges, lighting, door and window access, and fencing requirements for outdoor areas and greenhouses. NMAC 16.8.2.15 addresses the disposal of wasted cannabis and NMAC 16.8.2.17 addresses Fire Safety laws. NMAC 16.8.2.18 addresses construction and alteration of cannabis establishment buildings. City of Santa Fe Ordinance No. 2021-19. For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) https://library.municode.com/nm/santa_fe. All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc.

Note: The information provided in this letter is solely derived from the Official Zoning Map and the minimum requirements set forth in Chapter 14, SFCC 1987. This letter intends to provide advice regarding zoning regulations. It is not the intent to state that the subject property complies with zoning requirements. Occupancy is determined based on zoning compliance at the time of building permit or certificate of occupancy, whichever applies. Additionally, it is not the intent to interfere with or to abrogate or annul any official document including conditions or safeguards made a part of the subject property at the time of any public hearings. Applicants are advised to pursue an independent search of official documents.

To apply for your City of Santa Fe business license, please go to www.santafebizreg.com.

This zoning verification letter must be attached to the business license application for processing.

If you have any further questions, please contact me at sjperea@santafenm.gov.

Sincerely,

Stephanie Perea

Stephanie Perea, Land Use Planner
City of Santa Fe, New Mexico

Attachment C: Original Zoning verification Letter

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

August 23, 2024

Francisco Romero
Green Light Multifactor LLC
2105 Camino Polvoso
Santa Fe, NM 87507

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14-4.3 (B) C-2 General Commercial District
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A Vertically Integrated Cannabis Business including micro-producer, light manufacturing, and retail distribution is a permitted use in the C-2 zoning district.

- Cannabis Producer Microbusiness: A small business conducted by a person licensed to cultivate cannabis at a single location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may not possess more than two hundred (200) total mature cannabis plants at any one time is a permitted use in the C-2 District.

- Cannabis Producer: A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may possess two hundred and one (201) total mature cannabis plants or more at any one time is REQUIRED A SPECIAL USE PERMIT in the C-2 zoning district.

- Cannabis Manufacturing, Light: A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using mechanical methods, nonvolatile solvents, or no solvents is a permitted use in the C-2 zoning district.

- Cannabis Manufacturing, Heavy: A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents, e.g., butane, heptane, hexane, or propane is NOT a permitted use in the C-2 zoning district.

- Commercial Cannabis Retailer which is licensed to sell cannabis products directly to consumers who are twenty-one years of age or older are permitted uses in the C-2 zone with the understanding that all commercial cannabis retailers are limited to hours of operation from 7:00 AM to 12:00 AM (midnight).

- This specific address IS within 300 feet of a daycare, school, or religious institution. This location IS NOT within 400 feet of a Medical or Retail cannabis location.

THEREFORE RETAIL IS NOT AN ALLOWED USE AT THIS ADDRESS

THIS LOCATION IS FOR MANUFACTURING ONLY

- **Consumption areas are not currently allowed within the City of Santa Fe.**

- **Cannabis for commercial business is not allowed in any residential districts.**

In addition to City of Santa Fe Ordinance No. 2021-19, Cannabis business establishments are pursuant to Cannabis Regulation Act, 26-2C NMSA 1978. Additional jurisdiction in regulating the cultivation, manufacturing, quality, health and safety, environmental impacts, natural resources, quality control, inspections, and other regulatory concerns for all cannabis-based businesses is covered under NMAC Title 16 Chapter 8 which are implemented and controlled by the New Mexico Regulation and Licensing Department. Security and Limited-Access Areas are required under NMAC 16.8.2.10. These requirements include security alarms, digital and video surveillance, locks, badges, lighting, door and window access, and fencing requirements for outdoor areas and greenhouses. NMAC 16.8.2.15 addresses the disposal of wasted cannabis and NMAC 16.8.2.17 addresses Fire Safety laws. NMAC 16.8.2.18 addresses construction and alteration of cannabis establishment buildings. City of Santa Fe Ordinance No. 2021-19. For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) https://library.municode.com/nm/santa_fe. All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc.

Note: The information provided in this letter is solely derived from the Official Zoning Map and the minimum requirements set forth in Chapter 14, SFCC 1987. This letter intends to provide advice regarding zoning regulations. It is not the intent to state that the subject property complies with zoning requirements. Occupancy is determined based on zoning compliance at the time of building permit or certificate of occupancy, whichever applies. Additionally, it is not the intent to interfere with or to abrogate or annul any official document including conditions or safeguards made a part of the subject property at the time of any public hearings. Applicants are advised to pursue an independent search of official documents.

To apply for your City of Santa Fe business license, please go to www.santafebizreg.com.

This zoning verification letter must be attached to the business license application for processing.

If you have any further questions, please contact me at sjperea@santafenm.gov.

Sincerely,

Stephanie Perea

Stephanie Perea, Land Use Planner
City of Santa Fe, New Mexico

Attachment D: Notice Of Violation Case #0006062-2026

City of Santa Fe
Land Use Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909

Case Number: CODE-006062-2026

Violation Notice

Case Type: Code Enforcement

Date Case Established: 07/15/2026

Compliance Deadline: 07/30/2026

Owner/Tenant/Violator: Francisco Romero

Mailing Address

Francisco Romero
2105 Camino Polvoso
Santa Fe, NM 87507

Notice of Violation for the following location:

Address	Parcel
1228 PARKWAY DR D Santa Fe, NM 87507	**910019145**

Violation: Other Zoning - Chapter 14 - other zoning violations

Corrective Action: A Retail Cannabis business is not allowed at this location. The owner/applicant provided fraudulent zoning verification information to obtain the existing Retail Cannabis License, in violation of SFCC Section18-1.4(A) and SFCC Section 14-5.3(G)(4)(V). Per SFCC 18-1.7, the owner must discontinue all business operations within 15 days after service of the Notice of Violation. If business operations do not cease within 15 days, the owner/applicant shall appear before the Finance Committee on Monday August 24th at 5:00pm at City Council Chambers, City Hall, 200 Lincoln Ave, Santa Fe, New Mexico 87501 to show cause why the business should not be closed. The owner/applicant may be represented by counsel at their own expense and may present evidence and call witnesses at the Finance Committee Hearing.

Compliance Date: 07/30/2026

NOTICE OF VIOLATION

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. "Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than ninety (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a separate offense, except where otherwise provided."

Sincerely,

Jason Sena

Attachment E: Business License #238102

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: Green Light Multifactor LLC
DBA: Betty Nugz

Business Location: 1228 Parkway DR D
Santa Fe, NM 87507

CRS Number: 03-599778-00-8

Owner:

License Number: 238102

License Type: Business License - Renewable

Issued Date: September 19, 2024

Classification: Business Registration - Standard

Expiration Date: September 19, 2025

Fees Paid: $35.00

Description: Light Manufacturing

Green Light Multifactor LLC

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

Memorandum

Date: August 24, 2026

To: Finance Committee of the Governing Body

From: Jason Sena, Enforcement Division Manager

Via: Brian Moya, City Manager
Andrea Phillips, Deputy City Manager
Heather Lamboy, AICP Planning and Land Use Director
Maggie Moore, Assistant Planning and Land Use Director
Natalie Cauley, Assistant City Attorney

RE: Request for Issuance of a Cease-and-Desist Order to revoke Retail Cannabis Business License # 241777 from Betty Nugz Cannabis, located at 1228 Parkway Drive, Suite D, Green Light Multifactor LLC, Francisco Romero, Owner, (505) 394-1599. Code Enforcement Case# 2026-006062, Violations of Santa Fe City Code Section 18-1.4(A) and Section 14-5.3(G)(4)(V).

EXECUTIVE SUMMARY:

The Enforcement Division is responsible for ensuring compliance with Santa Fe City Code (SFCC) Chapter 18 Licensing, which requires that a person conducting business in the city secure a business license, and portions of Chapter 14 which regulate cannabis businesses. Through its review and approval procedures for cannabis businesses, the Enforcement Division requires proof of compliance with applicable state regulations and zoning verification letters, to ensure they are operating in permitted zone districts and in compliance with density and proximity requirements of the city's code.

Zoning verification letters are issued by the Planning Division of the Planning and Land Use Department at the request of business owners and submitted with business license applications as required. For cannabis businesses the zoning verification letter verifies whether the business can or cannot operate at a specific address based on the zone district, proximity to other cannabis businesses, child daycare centers, schools, and religious institutions.

In January of 2026, the Business Licensing Division received a complaint from a licensed cannabis manufacturer questioning why Betty Nugz Cannabis was permitted to conduct retail cannabis sales

at 1228 Parkway Drive, Suite D, while other similarly situated businesses were prohibited from doing so. In response, the Enforcement Division investigated the business license and operations of Betty Nugz Cannabis.

The investigation found that Francisco Romero, owner of Greenlight Multifactor LLC, d.b.a Betty Nugz Cannabis, had obtained a retail cannabis business license #241777, issued on September 8, 2025, for 1228 Parkway Drive, Suite D (Attachment A). A review of the application materials submitted by Mr. Romero, revealed that the retail cannabis license was issued based upon a falsified zoning verification letter (Attachment B).

The unaltered zoning verification letter, issued on August 23, 2024, by the City Land Use Planner Stephanie Perea, stated, "This specific address IS within 300 feet of a daycare, school, or religious institution" and "THEREFORE RETAIL IS NOT AN ALLOWED USE AT THIS ADDRESS." (Attachment C).

The zoning verification letter submitted by Mr. Romero in his business license application was altered to state, "This specific address IS NOT within 300 feet of a daycare, school, or religious institution" and removed the statement prohibiting retail cannabis sales at the address. The investigation concluded that the retail cannabis business license #241777, was issued based on the falsified zoning verification letter submitted by Mr. Romero.

As a result of these findings, the City issued a Notice of Violation (NOV) on July 15, 2026, citing violations of SFCC Section 18-1.4(A) *License application; information required* and SFCC Section 14-5.3(G)(4)(V) *Minimum distance from schools* (Attachment D). The NOV outlined that a retail cannabis business is not permitted at the location and that the owner/applicant provided fraudulent zoning verification information to obtain the existing Retail Cannabis License.

Pursuant to SFCC Section 18-1.7, the owner/applicant was ordered to discontinue all business operations within 15 days after service of the Notice of Violation with required compliance date of 07/30/2026. The NOV further advised that if business operations did not cease within the required timeframe, the owner/applicant would be required to appear before the Finance Committee on Monday, August 24, 2026, at 5:00 p.m., in the City Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico 87501, to show cause why the business should not be ordered to cease operations.

The NOV also informed Mr. Romero of the right to be represented by legal counsel, at the owner's expense, and to present evidence and call witnesses during the Finance Committee hearing. The evidence collected during the city's investigation demonstrates that the retail cannabis business is operating at a location where such use is prohibited and that the Retail Cannabis License was obtained through the submission of fraudulent zoning verification documentation.

The week of August 1st, 2026, the Enforcement Division conducted a reinspection of the business and found Betty Nugz Cannabis was still operating as a retail cannabis business.

BACKGROUND:

This investigation was not the Enforcement Division's first encounter with Mr. Romero's business. In January of 2025, the City of Santa Fe Business Licensing Division received a constituent complaint alleging that Betty Nugz Cannabis, located at 1228 Parkway Drive, Suite D, owned by Greenlight Multifactor LLC, was conducting retail cannabis sales while operating under a business license authorizing only cannabis light manufacturing. In response the Enforcement Division conducted an on-site inspection of the property.

During the inspection, Enforcement staff observed retail cannabis sales. Staff met with Mr. Romero and advised him that retail cannabis sales were not a permitted use at the location because the property is adjacent to a daycare facility - Santa Fe Montessori Childcare Program with business license # 230543, which has been at their location since 2021. As a result, Betty Nugz Cannabis did not meet the zoning requirements for a retail cannabis establishment. Mr. Romero stated that he believed his "deli-style" (when retailer has bulk cannabis flower and customer selects the amount wanted which is then weighed/portioned and packaged for that customer at time of sale) method of selling cannabis was permitted. Staff informed him that his interpretation was incorrect, directed him to immediately cease all retail cannabis sales, and advised that only the approved light manufacturing use could continue at the address. Mr. Romero acknowledged the City's direction and agreed to discontinue the retail cannabis sales. At the time Betty Nugz was licensed for Light Manufacturing only business license #238102 which expired on 09/19/2025 (Attachment E).

Following our investigation, the matter was referred to Victoria Kaniatobe with the New Mexico Regulation and Licensing Department (NMRLD).

ATTACHMENTS:

A. Business License #241777
B. Falsified Zoning Verification Letter
C. Original Zoning Verification Letter
D. Notice of Violation Case #006062-2026
E. Business License #238102