




City of Santa Fe, New Mexico

Memorandum



DATE: August 17, 2020
TO: Jarel LaPan Hill, City Manager
VIA: Randy Randall, TOURISM Santa Fe, Executive Director
FROM: Melanie Moore, Operations Manager – Community Convention Center 

ITEM AND ISSUE:

Request for Approval of a PSA with Trane U.S. dba Trane Technologies \$73,466.74 for the HVAC Select Service Agreement for 12 months / Price Agreement Number: 00-00000-20-00099; Trane Technologies, Mark Fafard, Account Representative, 505-681-1899.

BACKGROUND AND SUMMARY:

The Santa Fe Community Convention Center currently maintains four water-cooled air handler units on the rooftop which were installed in 2008. Since 2016, Trane Technologies has provided the Community Convention Center with outstanding preventative maintenance and service under the HVAC Select Agreement which is renewed annually.

The requested contract amount for FY'21 is \$67,750.31 + tax (\$6,122.23) for a Total Amount: \$73,466.74. When TOURISM Santa Fe's budget was submitted in March, the proposal from Trane Technologies did not include the GRT which has since been revised.

The difference needed in the Trane Technologies Select Agreement (\$6,122.23) can be made up within the category as we have reduced services from two other service providers ChemSearch and APIC Solutions for a **Total Savings = (\$7,403.98)**.

Reduction in ChemSearch Service Contract:

1. Due to lesser usage of the Community Convention Center catering kitchens, the ChemSearch Bio Amp Service which eliminates foul odors while dispensing live bacteria into the drain line to digest fats, oils and greases has been suspended, which identifies a savings of \$4,100.00. ChemSearch continues to provide water treatment service to the Community Convention Center's rooftop chillers and \$4,900 must remain in that line.

Reduction in APIC Solutions Service Contract:

1. A new bid was requested from the provider, whereas the annual service on the Community Convention Center's Fire Panel has been proposed as \$6,696.02 which identifies a savings of \$3,303.98.

PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement (SWPA) # 00-00000-20-0009 which expires on December 9, 2024.

CONTRACT NUMBER:

The FY21 Munis contract number is #3202051

FUNDING SOURCE:

Fund Name/Number: Convention Center/520

Munis Org Name/Number: Operations/5206600

Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:

TOURISM Santa Fe respectfully requests your review and approval.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Trane Technologies
 Procurement Title: HVAC Select Service Agreement for Community Convention Center
 Procurement Method: State Price Agreement ☒ Cooperative ☐ Sole Source ☐ Other ☐
#00-00000-20-00099 EXP: 12/9/24
 Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting TOURISM SANTA FE / Community Convention Center Staff Name Melanie Moore

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input type="checkbox"/>	ITB
<input type="checkbox"/>	<input type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

<u>Melanie Moore</u>	<u>Operations Manager</u>	<u>7-27-2020</u>
Department Rep Printed Name (attesting that all information included)	Title	Date

Fran Dunaway, CPO 7/21/20
 Fran Dunaway (Aug 21, 2020 12:20 MDT)

Purchasing Officer (attesting that all information is reviewed)	Title	Date
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Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.



City of Santa Fe

Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** ☒ or **CONTRACT AMENDMENT** ☐

2 Name of Contractor Trane Technologies

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$73,446.00

Termination Date: June 30, 2021

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Trane Select Service Agreement for Convention Center's HVAC

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☐ Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other State Price Agreement 00-00000-20-00099

6 Procurement History: This is the 5th year we will be working with Trane Technologies on the Select Service Agreement
example: (First year of 4 year contract)

Fran Dunaway
Fran Dunaway (Aug 21, 2020 12:20 MDT)

Purchasing Officer Review

Comments or Exceptions: SWPA utilized for issuance of Contract.

7 Funding Source: CCC Service Contracts **BU/Line Item:** 5206600.510310

Alexis Lotero
Alexis Lotero (Aug 21, 2020 10:59 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Melanie K. Moore

Phone # 505-955-6219

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	CONTACT NAME: Kevin Mashavejian PHONE (A/C, No, Ext): (212) 345 7115 E-MAIL ADDRESS: Kevin.Mashavejian@marsh.com FAX (A/C, No):
INSURED Trane U.S. Inc. 5501 San Diego Ave NE Albuquerque, NM 87113 United States	INSURER(S) AFFORDING COVERAGE COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA 19445 COMPANY B: Travelers Indemnity Co of America 25666 COMPANY C: Travelers Property Casualty Co of Amer 25674

COVERAGES**CERTIFICATE NUMBER:** 561188**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Time Element Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL 1728845	4/17/2020	4/17/2021	EACH OCCURRENCE \$7,500,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$7,500,000.00 GENERAL AGGREGATE \$7,500,000.00 PRODUCTS - COMP/OP AGG \$7,500,000.00 \$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> PHYSICAL DAMAGE/SELF <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS APD - Self Insured			CA6631253 (AOS) CA6631254 (MA) CA6631255 (VA) APD - Self Insured	4/17/2020 4/17/2020 4/17/2020	4/17/2021 4/17/2021 4/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$
B C B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-8M35413A-20-51-K (AOS) UB-8M370386-20-51-R (AZ, MA, OR, WI) UB-9L048059-20-51-D X (MN) TWXJ-UB-7434L45A-19 (OH)	4/17/2020 4/17/2020 4/17/2020 4/17/2020	4/17/2021 4/17/2021 4/17/2021 4/17/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$3,000,000.00 E.L. DISEASE - EA EMPLOYEE \$3,000,000.00 E.L. DISEASE - POLICY LIMIT \$3,000,000.00

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

Please see page 2 for additional information.

CERTIFICATE HOLDERSanta Fe Community Convention Center
201 West Marcy St.
Santa Fe, NM 87501
United States**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
Marsh USA, Inc.
BY: Kevin Mashavejian

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. 5501 San Diego Ave NE Albuquerque, NM 87113 United States EFFECTIVE DATE:
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ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: _____

Job Description: General

For questions regarding this certificate of insurance contact: Elaine Varoz Email:
elaine.varoz@tranetechnologies.com Phone: 5057173742



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: THE TRANE COMPANY
DBA: THE TRANE COMPANY

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: MICHAEL LEMAC

License Number: 225513

Issued Date: February 28, 2020

Expiration Date: December 31, 2020

CRS Number: 01509460000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

THE TRANE COMPANY
5501 SAN DIEGO AVE NE
ALBUQUERQUE, NM 87113

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

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **TRANE U.S. Inc. dba Trane**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

Annual maintenance of HVAC units.

B. **Performance Measures.**

Contractor shall substantially perform the following Performance Measures:

- 1) This **Select Service Agreement** includes parts and labor coverage for HVAC equipment repairs under the umbrella of an annual planned maintenance contract in accordance with "Exhibit A" attached.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed in the sum not to exceed \$67,750.31, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$5,696.43) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$73,466.74). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor

may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *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 AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional 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 Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and

B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, 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 as 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 Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or

failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

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

To the City: Randy Randall, Department Director
201 W. Marcy Street
Santa Fe, NM 87501

To the Contractor: Mark Fafard, Account Manager
Trane U.S. Inc. dba Trane
5501 San Diego Av. NE
Albuquerque, NM 87113
Cell: (505) 681-1899
Office: (505) 884-2044

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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.

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

CITY OF SANTA FE:

CONTRACTOR:
TRANE U.S. Inc. dba Trane,

Jarel LaPan Hill

Jarel LaPan Hill (Aug 25, 2020 11:14 MDT)

Jarel LaPan Hill, City Manager

DATE: Aug 25, 2020

Mark Fafard

Account Manager

DATE:

CRS#01-509460-00-0

Registration # 20-00140206

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

XIV

Marcos Martinez

Marcos Martinez (Jul 16, 2020 16:46 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

Org. Name/Org#. VSF/CCC 5206600.510310

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TRANE®

SELECT SERVICE AGREEMENT

Trane Office

Trane U.S. Inc. dba Trane
5501 San Diego Ave NE
Albuquerque, NM 87113

Trane Representative

Mark Fafard
Cell: (505) 681-1899
Office: (505) 884-2044

Proposal ID

2861025

Service Contract Number

CT0806

**Contact Telephone Number for
Service**

(505) 884-2044

Company Name

City of Santa Fe
200 Lincoln Avenue
SANTA FE, NM 87504 U.S.A.
Melanie Moore

Site Address:

Santa Fe Civic Center
201 West Marcy Street
SANTA FE, NM 87501
United States

June 18, 2020

TRANE
TECHNOLOGIES®

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

CITY OF SANTA FE:

Jarel LaPan Hill, City Manager

DATE: _____

*NOTE: Subject to your acceptance of Trane Terms & Conditions as referenced in Trane Proposal dated 6/18/2020

CONTRACTOR:

TRANE U.S. Inc. dba Trane,


Mark Farrah / Assistant Secretary

Account Manager

DATE: 7/30/2020

CRS#01-509460-00-0

Registration # 20-00140206

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
Org. Name/Org#. VSF/CCC 5206600.510310



LET'S GO BEYOND™

EXECUTIVE SUMMARY

This **Select Service Agreement** includes parts and labor coverage for HVAC equipment repairs under the umbrella of an annual planned maintenance contract. It is the easiest, most affordable and most reassuring way to ensure your HVAC equipment is continuously operating at peak performance levels.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. Plus, the added repair coverage helps you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.

SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

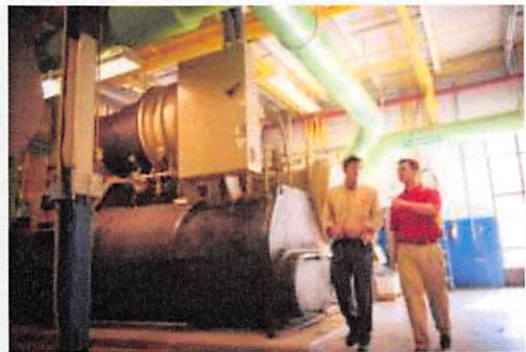
Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee



REPAIR COVERAGE FOR SELECTED COMPONENTS

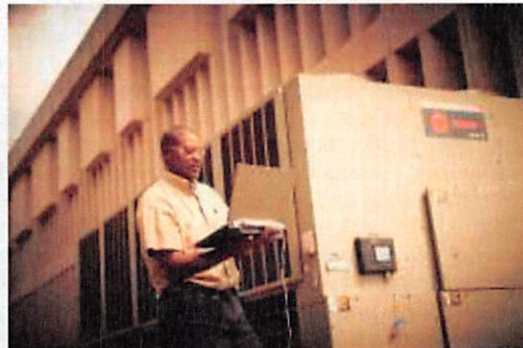
Repair Coverage pre-authorizes Trane to repair selected system components. Costs for parts and labor (performed during normal Trane business hours) are included within the coverage of the annual maintenance contract. The scope of this coverage is specified later in this agreement.

Advantages:

- Minimize unplanned downtime by giving Trane the authority to take care of repairs proactively
- Make repairs a budget item, not an unexpected expense
- Maintain optimal system performance

Implementation:

- Collaborative selection of covered systems and components
- Repair or replacement of failed or worn components
- Separate invoicing for overtime and after-hours labor



REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.***



This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.

Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has **all** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

COOLING CONTINGENCY PLANNING

Cooling Contingency Planning anticipates high-risk or unusual situations, and develops strategies for responding to emergencies. With multiple equipment rental depots and numerous warehouse sites strategically located across North America, Trane response time is among the fastest (and most comprehensive) in the industry.

Advantages:

- Mitigate risks with thorough advance planning
- Shorten the duration of downtime with immediate access to temporary equipment
- Alleviate negative consequences: productivity losses, fines, inventory spoilage, lost business



Implementation:

- Trane account managers and/or technicians assist in the development of the customized contingency plan:
 - Equipment planning for temporary air conditioning and portable auxiliary power units
 - Recommendations for facility modifications to prepare for temporary cooling
- Contingency plan kept on file at your facility and at Trane

HVAC EQUIPMENT COVERAGE

Santa Fe Civic Center

The following "Covered Equipment" will be serviced at Santa Fe Civic Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
MP581 Programmable Controller (BMTM)	1	Trane	BMTM000AAB	E08A60293	
MP581 Programmable Controller (BMTM)	1	Trane	BMTM000AAB	E08A60294	

Description

Quantity Per Term

TRANE - BMT - ANNUAL BACKUP CLEAR ALARMS (Service 25)

1

TRANE - BMT - PM INSPECTION (Service 26)

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer Ensemble	1	Trane	BMTX001AAB	E08A50102	

Description

Quantity Per Term

TRANE - BMT - ANNUAL BACKUP CLEAR ALARMS (Service 25)

1

TRANE - BMT - PM INSPECTION (Service 26)

1

Building Performance Assessment (Service 7)

4

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Unit Cabinet Heater (Force-Flo)	1	Trane	FFBB0301KA	T07F44654	

Description

Quantity Per Term

Fan Coil Annual Inspection (Service 9)

1

Fan Coil Quarterly Inspection (Service 12)

3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Unit Cabinet Heater (Force-Flo)	1	Trane	FFEB0401JA	T07F44651	

Description

Quantity Per Term

Fan Coil Annual Inspection (Service 10)

1

Fan Coil Quarterly Inspection (Service 13)

3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0301KA	T07F44661	
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0401KA	T07F44656	
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601KA	T07F44650	

Description

Quantity Per Term

Fan Coil Annual Inspection (Service 8)

1

Fan Coil Quarterly Inspection (Service 11)

3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Indoor Modular Climate Changer air handler	1	Trane	MCCB035ABB	K07D43992	

Indoor Modular Climate Changer air handler	1	Trane	MCCB035UA0	K07D43985	
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Description

M Series Annual (Service 20)
M Series Quarterly (Service 21)

Quantity Per Term

1
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
20-60 Ton Air-Cooled Condensing Unit	1	Trane	RAUCC404BY	C07C03193	

Description

Air Cooled Recip Condensing Unit Annual Maintenance (Service 1)
Air Cooled Recip Condensing Unit Quarterly Maintenance (Service 2)

Quantity Per Term

1
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
20-75 Ton Packaged Industrial Rooftop	1	Trane	SLHFF4043A	C07D03576	
90-130 ton Packaged Industrial Rooftop	1	Trane	SLHFF604CA	C07D0574	INTAPAK WATER COOLED

Description

Intellipak Rooftop Cooling Pre-Season Annual Start Up (Service 14)
Intellipak Rooftop Quarterly Inspection (Service 17)

Quantity Per Term

1
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
90-130 ton Packaged Industrial Rooftop	1	Trane	SLHGD11453	C07E04964	

Description

Intellipak Rooftop Cooling Pre-Season Annual Start Up (Service 15)
Intellipak Rooftop Quarterly Inspection (Service 18)

Quantity Per Term

1
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
20-75 Ton Packaged Industrial Rooftop	1	Trane	SXHFF4040A	C07D03575	

Description

Intellipak Rooftop Cooling Pre-Season Annual Start Up (Service 16)
Intellipak Rooftop Quarterly Inspection (Service 19)

Quantity Per Term

1
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Buderus USA	SB615/640	SFCC-NS5	BOILER 2
Boilers - Generic	1	Buderus USA	SB615/640	SFCC-NS7	BOILER 1

Description

Boiler Annual Maintenance (Service 4)
Boiler Seasonal Start Up (Service 6)
Boiler Seasonal Shut Down (Service 5)

Quantity Per Term

1
1
1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Makeup Air Handlers - Generic	1	Reznor	CRGBL400	1234-456-2	KITCHEN 2
Makeup Air Handlers - Generic	1	Reznor	CRGBL400	1234-456-3	KITCHEN 3

Makeup Air Handlers - Generic	1	Reznor	CRGBL400	1234-4569	KITCHEN 1
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Description

Quantity Per Term

Makeup Air Annual MAU (Service 22)

1

Makeup Air Handler Quarterly Maintenance (Service 23)

3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Taco Inc		SFCC-NS3	SFCC-NS4
Pumps	1	Taco Inc	1935C	SFCC-NS4	HW PUMP 2
Pumps	1	Taco Inc	1935C	SFCC-NS6	HW PUMP 1
Pumps	1	Taco Inc	F11511	SFCC-NS1	HW PUMP 4
Pumps	1	Taco Inc	F11511	SFCC-NS2	HW PUMP 3

Description

Quantity Per Term

Annual Pump Maintenance (Service 3)

1

Quarterly Pump Maintenance (Service 24)

3

The four RTUs below will be covered under select service for the first 6 months. The following 6 months all be covered except the water cooled condenser sections of the RTUs .

Equipment	Qty	Manufacturer	Model Number
IntelliPak 105-Ton	1	Trane	SLHKD114
IntelliPak 60-Ton	1	Trane	SLHF604
IntelliPak 40-Ton	1	Trane	SXHLF404
IntelliPak 40-Ton	1	Trane	SLHF404

PRICING AND ACCEPTANCE

Melanie Moore

City of Santa Fe
200 Lincoln Avenue

SANTA FE, NM 87504 U.S.A.

Site Address:

Santa Fe Civic Center
201 West Marcy Street
SANTA FE, NM 87501
United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Select Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	67,750.31	5,645.86	Monthly
Tax 8.4375%	73,466.74	6122.23	

Total Annual Amount including tax at 8.4375% = \$ 73,466.74

Total Monthly Payment including Tax at 8.4375% = \$ 6,122.23

☐ Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 2,032.51 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 1 year, beginning July 1, 2020. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on June 30, 2021.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE

TRANE ACCEPTANCE

Authorized Representative

Submitted By: Mark Fafard

Printed Name

Proposal Date: June 18, 2020

Cell: (505) 681-1899

Office: (505) 884-2044

License Number: NM352815

Title

Authorized Representative

Purchase Order

Title

Acceptance Date

Signature Date

The Initial Term of this Service Agreement is 1 year, beginning July 1, 2020.
Total Contract Amount: \$67,750.31 USD.

APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Air Cooled Recip Condensing Unit Annual Maintenance

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Condenser
- Electrical Inspection
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Visual Condenser Coil Check
- Condenser Coil Cleaning wo/Backflush
- Condenser Coil Cleaning w/Backflush
- Mechanical Condenser Fan Inspection
- Remove Lock Out Tag Out and Restore Power
- Compressor Oil Level Check
- Start Unit
- Condenser Running Fan Check
- Acid Test
- Manual Log With Electronic Device

Service 2: Air Cooled Recip Condensing Unit Quarterly Maintenance

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Condenser
- Visual Condenser Coil Check
- Mechanical Condenser Fan Inspection
- Remove Lock Out Tag Out and Restore Power
- Manual Log With Electronic Device
- Compressor Oil Level Check
- Condenser Running Fan Check

Service 3: Annual Pump Maintenance

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Pumps
- Pump Maintenance
- Y Strainer Maintenance - 8 Inch Pipe or Less
- Remove Lock Out Tag Out
- Adjust Packing Seal
- Remove Lock Out Tag Out
- Log Pump

Service 4: Boiler Annual Maintenance

Description

- Water Boiler Maintenance Safety Check

- Shut Down Boiler
- Drain Boiler
- Boiler Internal Cleaning Natural Gas, Propane, Oil (Commercial and Industrial)
- Boiler Internal Inspection Natural Gas/Propane/Oil (Commercial and Industrial)
- External Cleaning for Natural Gas/Propane Water Boiler (Commercial and Industrial)
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Commercial and Industrial)
- Thermo Shock
- Boiler External Inspection for Water Boilers (Commercial and Industrial) (Natural Gas/Propane)

Service 5: Boiler Seasonal Shut Down

Description

- Shut Down Boiler
- Drain Boiler
- Boiler Internal Cleaning Natural Gas, Propane, Oil (Commercial and Industrial)

Service 6: Boiler Seasonal Start Up

Description

- Water Boiler Maintenance Safety Check
- Boiler Internal Cleaning Natural Gas, Propane, Oil (Commercial and Industrial)
- Boiler Internal Inspection Natural Gas/Propane/Oil (Commercial and Industrial)
- External Cleaning for Natural Gas/Propane Water Boiler (Commercial and Industrial)
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Commercial and Industrial)
- Thermo Shock
- Boiler External Inspection for Water Boilers (Commercial and Industrial) (Natural Gas/Propane)

Service 7: Building Performance Assessment

Description

- Review BP Assessment with Optimization Engineer in Columbus
- Follow up on Building Performance Assessment and provide recommended solutions
- Document Options Reviewed and Recommended Solution

Service 8: Fan Coil Annual Inspection

Description

- Fan Coil Unit Comprehensive Inspection

Service 9: Fan Coil Annual Inspection

Description

- Fan Coil Unit Comprehensive Inspection

Service 10: Fan Coil Annual Inspection

Description

- Fan Coil Unit Comprehensive Inspection

Service 11: Fan Coil Quarterly Inspection

Description

- Fan Coil Unit Limited Inspection

Service 12: Fan Coil Quarterly Inspection

Description

- Fan Coil Unit Limited Inspection

Service 13: Fan Coil Quarterly Inspection

Description

- Fan Coil Unit Limited Inspection

Service 14: Intellipak Rooftop Cooling Pre-Season Annual Start Up**Description**

- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Supply Fan Inspection-IPAK/VOY
- Variable Frequency Drive Maintenance
- Power Exhaust Fan Inspection (Intellipak)
- Variable Frequency Drive Maintenance
- Bearing Lubrication
- Evaporator Coil Cleaning (Intellipak Severe Build Up)
- Evaporator Coil Cleaning (Intellipak)
- Filter Inspection And Change (Intellipak)
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning With Back Flush(Intellipak)
- Meg Compressor Motor - IPAK/VOY
- Meg Supply Fan Without VFD
- Meg Power Exhaust Without VFD
- Electrical Inspection
- Remove Lock Out Tag Out and Restore Power
- Check Damper (Intellipak)
- Start Up Seasonal Cooling
- Log Unit (Generic)

Service 15: Intellipak Rooftop Cooling Pre-Season Annual Start Up**Description**

- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Supply Fan Inspection-IPAK/VOY
- Variable Frequency Drive Maintenance
- Power Exhaust Fan Inspection (Intellipak)
- Variable Frequency Drive Maintenance
- Bearing Lubrication
- Evaporator Coil Cleaning (Intellipak Severe Build Up)
- Evaporator Coil Cleaning (Intellipak)
- Filter Inspection And Change (Intellipak)
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning With Back Flush(Intellipak)
- Meg Compressor Motor - IPAK/VOY
- Meg Supply Fan Without VFD
- Meg Power Exhaust Without VFD
- Electrical Inspection
- Remove Lock Out Tag Out and Restore Power
- Check Damper (Intellipak)
- Start Up Seasonal Cooling
- Log Unit (Generic)

Service 16: Intellipak Rooftop Cooling Pre-Season Annual Start Up**Description**

- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Supply Fan Inspection-IPAK/VOY
- Variable Frequency Drive Maintenance

- Power Exhaust Fan Inspection (Intellipak)
- Variable Frequency Drive Maintenance
- Bearing Lubrication
- Evaporator Coil Cleaning (Intellipak Severe Build Up)
- Evaporator Coil Cleaning (Intellipak)
- Filter Inspection And Change (Intellipak)
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning With Back Flush(Intellipak)
- Meg Compressor Motor - IPAK/VOY
- Meg Supply Fan Without VFD
- Meg Power Exhaust Without VFD
- Electrical Inspection
- Remove Lock Out Tag Out and Restore Power
- Check Damper (Intellipak)
- Start Up Seasonal Cooling
- Log Unit (Generic)

Service 17: Intellipak Rooftop Quarterly Inspection

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Supply Fan Inspection-IPAK/VOY
- Variable Frequency Drive Maintenance
- Power Exhaust Fan Inspection (Intellipak)
- Variable Frequency Drive Maintenance
- Filter Inspection And Change (Intellipak)
- Log Unit

Service 18: Intellipak Rooftop Quarterly Inspection

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Supply Fan Inspection-IPAK/VOY
- Variable Frequency Drive Maintenance
- Power Exhaust Fan Inspection (Intellipak)
- Variable Frequency Drive Maintenance
- Filter Inspection And Change (Intellipak)
- Log Unit

Service 19: Intellipak Rooftop Quarterly Inspection

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Supply Fan Inspection-IPAK/VOY
- Variable Frequency Drive Maintenance
- Power Exhaust Fan Inspection (Intellipak)
- Variable Frequency Drive Maintenance
- Filter Inspection And Change (Intellipak)
- Log Unit

Service 20: M Series Annual

Description

- Customer Notification

- Initial Site Safety Inspection
- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Electrical Inspection (AHU)
- Supply Fan and Motor Inspection (Air Handler)
- Meg Supply Fan With VFD
- Air Handling Unit Cleaning
- Condensate Drip Pan Treatment
- Condensate Inspection
- Heating Coil Cleaning
- Evaporator Coil Cleaning
- Air Handler Filter Inspection
- Check Damper
- Start Up Seasonal Heating-Electric
- Return Unit to Normal Operation
- Manual Log With Electronic Device

Service 21: M Series Quarterly

Description

- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Remove Access Panels or Open Access Doors
- Supply Fan Belt Inspection
- Condensate Inspection
- Condensate Drip Pan Treatment
- Coil Inspection (Climate Changer)
- Air Handler Filter Visual Inspection
- Reinstall Access Panels or Close Access Doors
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 22: Makeup Air Annual MAU

Description

- FAN-150

Service 23: Makeup Air Handler Quarterly Maintenance

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Power Exhaust Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Check Damper (Commercial NTP Rooftop)
- Condenser Coil Cleaning w/Solution NTP Rooftop
- Condenser Coil Cleaning wo/Solution NTP Rooftop
- Electrical Inspection (Commercial Over 10 Tons Rooftop NTP)
- Log Unit (NTP Heating)
- Log Unit (NTP Cooling)
- Generic Check Delta T

Service 24: Quarterly Pump Maintenance

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Pumps
- Quarterly Pump Maintenance
- Pump Coupling Inspection
- Remove Lock Out Tag Out
- Adjust Packing Seal
- Remove Lock Out Tag Out
- Log Pump

Service 25: TRANE - BMT - ANNUAL BACKUP CLEAR ALARMS

Description

- BCU MAINTENANCE - CNT145 - STEP ONE
- BCU MAINTENANCE - CNT145 - STEP TWO
- BCU MAINTENANCE - CNT145 - STEP THREE
- BCU MAINTENANCE - CNT145 - STEP FOUR

Service 26: TRANE - BMT - PM INSPECTION

Description

- BMT - PM INSPECTION - STEP 1
- BMT - PM INSPECTION - STEP 2

SERIES 1992 - NONTAXABLE TRANSACTION CERTIFICATE - SERIES 1992

SELLER'S/LESSOR'S COPY

New Mexico Taxation and Revenue Department
PO Box 5557, Santa Fe, New Mexico 87502-5557

Certificate Type: **TYPE 9** Certificate Number: **B-1710541-09-00757** Date Issued: **12/17/2019**

EXECUTED BY:

Buyer's New Mexico CRS ID#: 01-710541-00-2			
Company Name: SANTA FE CITY OF			
Address: PO BOX 909			
City: SANTA FE	State: NM	Country: USA	ZIP: 87504-0909
<u>Contract/Account Number:</u>			

EXECUTED TO: (Enter same information into BUYER's COPY below)

Seller's New Mexico CRS ID#: 01-509460-00-0			
Company Name: TRANE U.S. INC.			
Address: 3600 PAMMEL CREEK RD			
City: LA CROSSE	State: WI	Country: USA	ZIP: 54601-7511
Date Certificate Executed (Cannot be prior to date issued)		12/17/2019	

A seller may not accept this nontaxable transaction certificate to support a deduction from gross receipts unless the seller has a good-faith belief that the buyer will resell, lease or use the property or service sold or leased in the manner represented by the nontaxable transaction certificate.

TYPE 9 CERTIFICATES MAY BE EXECUTED:

"For the purchase of tangible personal property only and may not be used for the purchase of services, for the lease of property or to purchase construction materials for the use in construction projects. The following may execute Type 9 NTTCs:

1. Governmental agencies. (7-9-54);
2. 501(c)(3) organizations. (7-9-60) These organizations register with the Taxation and Revenue Department and submit proof of Internal Revenue Service 501(c) nonprofit determination before they may execute Type 9 NTTCs;
3. Federal or state-chartered credit unions. (7-9-54 and 7-9-61.2), formerly Type 14;
4. Indian tribes, nations or pueblos when purchasing tangible personal property for use on Indian reservations or pueblo grants. (7-9-54)."

'CAUTION: Fraudulent statements made to obtain certificates, or fraudulent use of certificates received pursuant to this application with intent to evade or defeat the tax may subject the person or business to a fine of not more than ten thousand dollars (10,000) or imprisonment for not more than five (5) years or both (Sections 7-1-72 NMSA 1978 and 7-1-73 NMSA 1978).'

SERIES 1992 - NONTAXABLE TRANSACTION CERTIFICATE - SERIES 1992

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BUYER'S COPY

The information below **MUST** be entered into the New Mexico Taxation and Revenue Department's TAP web-site
<https://tap.state.nm.us/> or you can send a copy of this form to the Department at the address below

Certificate Type: **TYPE 9** Certificate Number: **B-1710541-09-00757** Date Issued: **12/17/2019**

EXECUTED BY:

Buyer's New Mexico CRS ID#: 01-710541-00-2			
Company Name: SANTA FE CITY OF			
Address: PO BOX 909			
City: SANTA FE	State: NM	Country: USA	ZIP: 87504-0909
<u>Contract/Account Number:</u>			

EXECUTED TO:

Seller's New Mexico CRS ID#: 01-509460-00-0			
Company Name: TRANE U.S. INC.			
Address: 3600 PAMMEL CREEK RD			
City: LA CROSSE	State: WI	Country: USA	ZIP: 54601-7511
Date Certificate Executed (Cannot be prior to date issued)		12/17/2019	

New Mexico Taxation and Revenue Department
PO Box 5557, Santa Fe, New Mexico 87505-5557

BUYER'S COPY: NONTAXABLE TRANSACTION CERTIFICATE - SERIES 1992



**State of New Mexico
General Services Department**

Statewide Price Agreement

Awarded Vendor:

0000011132

Trane US Inc.

5501 San Diego Ave NE

Albuquerque, NM 87113

Email: pete.hugenroth@tranetechnologies.com

Telephone No.: [888-290-5762](tel:888-290-5762)

Price Agreement Number: **00-00000-20-00099**

Payment Terms: **See Contract**

F.O.B.: **See Contract**

Delivery: **See Contract**

Ship To:

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

Procurement Specialist: [Michael Saavedra](#)

Telephone No.: [505-827-0610](tel:505-827-0610)

Email: Michael.Saavedra@state.nm.us

Invoice:

As Requested

Title: Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response

Term: March 31, 2020 thru December 9, 2024

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

A handwritten signature in cursive script, reading "Valerie Pauer for".

New Mexico State Purchasing Agent

Date: 03/30/2019

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 00-00000-20-00099

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's quote, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this contract or procurement are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Inspection:**
 - a. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with the terms and conditions of the agreement shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
 - b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.
6. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
7. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT to the State Purchasing Agent.
8. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The

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Price Agreement #: 00-00000-20-00099

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rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

9. Non-Collusion: In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

10. Nondiscrimination: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

12. Items: All supplied items are to be NEW and of most current production, unless otherwise specified.

13. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

14. Workers' Compensation: The Vendor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Vendor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

15. Subcontracting: The Vendor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Vendor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

16. Records and Audit: The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. Subcontracts: The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

New Mexico Employees Health Coverage

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

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

C. Vendor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of

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the location of Vendor's office or offices; and

- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed herein. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the Price Agreement.

Article III – Conformance With Terms and Conditions

Items and/or services furnished hereunder shall conform to the requirements, terms and conditions of the agreement and/or drawings applicable to items listed herein. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Vendor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Vendor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Vendor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid, request for proposals and/or price agreement terms and conditions.

Article VII – Indemnity Clause

Vendor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendor's, and/or its

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employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the 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(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

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Establish a Price Agreement based on GSA Contract # **47QSWA20D002A** for **Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

Sample Reports can be found at: <http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

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

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx Qty	Unit	Article and Description	Unit Price
001	1	Ea.	Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response	

*** 1 Item Total ***

ARMIJO-ROUGEMONT, ANTOINETTE M.

From: CATANACH, YODEL O.
Sent: Monday, August 17, 2020 5:03 PM
To: ARMIJO-ROUGEMONT, ANTOINETTE M.; ROIBAL, CAROLYNN L.
Cc: MOORE, MELANIE K.
Subject: Re: Packet for signatures

Merge packet into one (1) PDF document, remember on the SWPA we only need the term page showing current and pages on the services. The vendors signature should be obtained first so send this to the vendor before I route to authorized City Hall personnel. On the Procurement Checklist check off the Procurement Checklist and memo because they are part of package and when using SWPA please add the # and when it expires on Procurement checklist. You are still using old Summary of Contract but for future packets use the one I sent you earlier this month. Let me know if you have any questions.

Thanks,

Yodel

From: ARMIJO-ROUGEMONT, ANTOINETTE M. <amarmijo@santafenm.gov>
Sent: Monday, August 17, 2020 4:41 PM
To: CATANACH, YODEL O. <yocatanach@santafenm.gov>; ROIBAL, CAROLYNN L. <croibal@santafenm.gov>
Cc: MOORE, MELANIE K. <mkmoore@santafenm.gov>
Subject: Packet for signatures

Hello – I hope you're both well! I am not sure who packets for signatures go to for items that need CM approval, not going through Finance Committee or GB. Attached is a packet for Trane that requires Budget and Purchasing approval so that we can send it to the CMs office.

Thank you,
Antoinette

Antoinette Armijo-Rougemont
Fiscal Administrator
Tourism Santa Fe
amarmijo@santafenm.gov
505.955.6210

Signature: 
Xavier Vigil (Aug 25, 2020 11:03 MDT)

Email: xivigil@santafenm.gov












CM TOURISM Trane packet

Final Audit Report

2020-08-25

Created:	2020-08-19
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWjFevmF96A56UTnqAESvplec_dLMTUgf

"CM TOURISM Trane packet" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-08-19 - 0:33:50 AM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-08-19 - 0:38:29 AM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-08-21 - 4:48:29 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-08-21 - 4:59:12 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-08-21 - 4:59:15 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-08-21 - 6:19:23 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-08-21 - 6:20:08 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-08-21 - 6:20:11 PM GMT
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-08-25 - 3:36:36 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-08-25 - 3:45:09 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Xavier Vigil (xivigil@santafenm.gov) for signature
2020-08-25 - 3:45:12 PM GMT

 Email viewed by Xavier Vigil (xivigil@santafenm.gov)


2020-08-25 - 4:57:55 PM GMT- IP address: 104.47.65.254

 Document e-signed by Xavier Vigil (xivigil@santafenm.gov)

Signature Date: 2020-08-25 - 5:03:40 PM GMT - Time Source: server- IP address: 63.232.20.2- Signature captured from device with phone number XXXXXXX8657- Initials captured from device with phone number XXXXXXX8657

 Document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov) for signature


2020-08-25 - 5:03:43 PM GMT

 Email viewed by Jarel LaPan Hill (jlapanhill@santafenm.gov)

2020-08-25 - 5:14:03 PM GMT- IP address: 104.47.65.254

 Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)

Signature Date: 2020-08-25 - 5:14:23 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature


2020-08-25 - 5:14:26 PM GMT

 Email viewed by Yolanda Vigil (yyvigil@santafenm.gov)

2020-08-25 - 6:57:16 PM GMT- IP address: 104.47.65.254

 Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

Signature Date: 2020-08-25 - 6:57:57 PM GMT - Time Source: server- IP address: 63.232.20.2

 Signed document emailed to mkmoore@santafenm.gov, Fran Dunaway (fadunaway@santafenm.gov), Jarel LaPan Hill (jlapanhill@santafenm.gov), Yolanda Vigil (yyvigil@santafenm.gov), and 5 more

2020-08-25 - 6:57:57 PM GMT