

# City of Santa Fe New Mexico

## Memo

**DATE:** January 17, 2024

**TO:** Jordan Lavato Montano ☒ Approved ☐ Disapproved  
**Travis Dutton-Leyda, Chief Procurement Officer**

**VIA:** B. Valdez, DC ☐ Approved ☐ Disapproved  
B. Valdez, DC (Jan 19, 2024 12:35 MST)  
**Ben Valdez Deputy Chief of Police**

**FROM:** Tara King  
**Tara King, Project Specialist**

**SUBJECT:** Request for blanket PO for Aftermath Services, LLC

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**SUBJECT:**

The Santa Fe Police Department is requesting a blanket purchase order in the amount of \$5,000 for Aftermath Services (Vendor #8659) for the remainder of FY24.

**SUMMARY:**

Aftermath Services provides professional biohazard and crime scene clean up services. They are called after an incident occurs, making it impossible to request a purchase order prior to an incident.

**FUNDING SOURCE:**

Fund: 223

Munis Org: 2230310 (Police Admin) Att

Munis Object: 530200 (Operating Supplies)

**ACTION REQUESTED:**

Approval of a blanket purchase order in the amount of \$5,000 for Aftermath Services, LLC.

**Attachments:**

Aftermath Rate Agreement

City of Santa Fe Addendum

CPO Determination (General)

Horizons of New Mexico Declination

Thank you

## Municipal Rate Agreement

### I. Contact and Billing Information

Company Name: Santa Fe Police Department

Contact Name: Tara R King

Email

Address:

trrico@santafenm.gov

Billing Address: 2515 Camino Entrada

City: Santa Fe

State:

NM

Zip:

87507

Phone Number: 505-955-5004

Fax Number:

### II. Rate Information

1. Biohazard remediation services: \$300 per technician per call-out for 2 hours (2 man-hours). Additional hours and/or technicians are billed at \$225/per technician/hr.

-Includes:

- Job Setup and Preparation
- Supplies and Equipment
- Disposal of up to one (1) Biohazard Waste Box ( additional boxes \$75/box )

This rate is valid through June 30, 2024

\*Additional charges may be incurred if special machinery or additional supplies or bio boxes are required. In such an event, Aftermath will contact Customer to obtain approval before any additional charges are incurred.

### III. Terms and Conditions

1. All parties understand that this Municipal rate is being offered only for Hazardous services related to Street cleanings within the City limits. This Agreement and the Municipal rates contained herein shall apply only at the locations set forth in Attachment A, attached hereto and incorporated herein.
2. Customer agrees to make payment for Aftermath's services within thirty (30) days of receipt of an invoice for said services.
3. Aftermath reserves the right to charge an additional fee in special circumstances where disposal requirements are excessive. In such an event, Aftermath will contact Customer to obtain approval before any additional charges are incurred.
4. Customer agrees that other terms and conditions specific to the biohazard remediation services provided per job request will be provided at each job location before said services are rendered by Aftermath.

AFTERMATH SERVICES LLC

Signature John Blair  
John Blair (Jan 31, 2024 17:31 MST)

Signature Melinda Broom

Printed Name John Blair

Printed Name Melinda Broom

Title City Manager

Title AR Manager

Date Jan 31, 2024

Date 07/31/2023

**24/7/365 Dispatch Line: 800-366-9923**

Billing Questions: Melinda Broom: (630) 701-3806 email: mbroom@aftermath.com

Attachment A – Applicable Locations

1.	Address:	2515 Camino Entrada
	City:	Santa Fe
	State/Zip:	NM 87507
	Contact:	Tara R King
	Phone:	505-955-5004
	Email:	
<hr/>		
2.	Address:	As needed for locations within city limits
	City:	
	State/Zip:	
	Contact:	
	Phone:	
	Email:	
<hr/>		
3.	Address:	
	City:	
	State/Zip:	
	Contact:	
	Phone:	
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4.	Address:	
	City:	
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5.	Address:	
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6.	Address:	
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8.	Address:	
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#### City of Santa Fe ADDENDUM

**This agreement incorporates the additional terms and conditions in the addendum between AFTERMATH SERVICES LLC (“Contractor”) and the CITY OF SANTA FE (“City”).**

#### TERMINATION

This Agreement may be terminated by either party upon 30 days written notice to the other party.

#### TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY BOTH PARTIES. This contract shall terminate on June 20, 2024 (the “Initial Term”). The parties reserve the right to renew this contract on an annual basis by written mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

#### COMPENSATION

The total compensation under this Agreement for the Initial Term shall not exceed FIVE THOUSAND DOLLARS (\$5,000.00), excluding New Mexico gross receipts tax.

#### INDEMNIFICATION

CONTRACTOR shall indemnify, hold harmless and defend CITY from all losses, damages, claims or judgments, including payments of all attorneys’ fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from CONTRACTOR’s performance under this Agreement as well as the performance of CONTRACTOR’s employees, agents, representatives and subcontractor.

#### NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CITY 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. 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.

#### APPLICABLE LAW; CHOICE OF LAW; VENUE

CONTRACTOR shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of CITY of Santa Fe. In any action, suit or legal dispute arising from this Agreement, CONTRACTOR agrees that the laws of the State of New Mexico shall

govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

CONTRACTOR agrees not to purport to bind CITY to any obligation not assumed herein by CITY unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

#### INSURANCE

CONTRACTOR shall maintain general liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. CONTRACTOR shall furnish 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.

#### THIRD PARTY BENEFICIARIES

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

#### SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

#### **Signature Lines required:**

City of Santa Fe:

John Blair  
John Blair (Jan 30, 2024 11:11 MST)  
John Blair, City Manager

Date: Jan 30, 2024

CONTRACTOR:  
Aftermath Services LLC

Melinda Broom  
Name & Title: Melinda Broom - AR Manager

Date: 01/17/2024

Attest:

Geralyn Cardenas  
Geralyn Cardenas (Jan 31, 2024 18:36 MST)  
Geralyn Cardenas, Interim City Clerk  
XIV

City Attorney's Office:

Marcos Martinez

Marcos Martinez (Jan 17, 2024 09:29 MST)

Senior Assistant City Attorney

Approved for Finances:

Emily K. Oster

Emily K. Oster (Jan 29, 2024 22:25 MST)

Emily Oster, Finance Director

## RICO, TARA R.

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**From:** DUTTON-LEYDA, TRAVIS K.  
**Sent:** Thursday, November 2, 2023 4:38 PM  
**To:** RICO, TARA R.; Purchasing DET  
**Subject:** RE: Aftermath Determination

Greetings,

The scope of work as written would be General Services. Please note this determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, and the Procurement Manual.

Please note:

- Include this email as a PDF in your Munis req. or contract.
- Please check with WorkQuest dba Horizons of New Mexico (vendor # 8673) ([mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)). If this service appears on their [approved list](#), the scope of work must be offered for their right of first refusal. In your req. or contract in Munis, include a screenshot showing the services are excluded or the declination email from Matt.
- If your request includes any IT components, send it to [ereview@santafenm.gov](mailto:ereview@santafenm.gov) to make sure ITT is aware of the procurement. Please provide their response to this office when you submit your procurement request for processing.
- Please ensure that the appropriate templates and forms are used [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1) and documented procedures/laws/rules are followed <https://nmonesource.com/nmos/nmsa/en/item/4378/index.do#!fragment//BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBpltTCIBFRQ3AT0otokLC4EbDtyp8BQkAGU8pAELcASgFEAMioBqAQQByAYRW1SYAEbRS2ONWpA>
- If think the best method of procurement is an RFP, submit the Authorization and Plan (template is located on our intranet site).
- If you are processing a procurement where the forecasted amount is  $\geq$  \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB. If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent agreement. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.



- ✓ Federal
- ✓ State
  - ✓ Federal Passthrough
  - ✓ Capital Outlay
  - ✓ Other Appropriations
- ✓ Local General Fund
- ✓ Other Restricted
  - ✓ Foundation
  - ✓ Donation

- Please review the pages linked below to determine whether any of the existing agreements or cooperative agreements are applicable to this request. You might be able to use an existing agreement to save time and money.
- <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
- <https://naspo.valuepoint.org/categories/>
- <https://www.omniapartners.com/publicsector/contracts>
- <https://www.buyboard.com/home.aspx>
- <https://www.h-gac.com/Home>
- <https://www.gsaelibrary.gsa.gov/>
- <https://www.sourcewell-mn.gov/contract-search>
- <https://eprocurement.ces.org/public/bluebook.html#>
- **##UPDATED##** Submit or send your request to the appropriate channel or email address:
- RFP requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
- ITB requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
- Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
- And all other requests to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

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

Regards,

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

<https://santafenm.gov/finance-2/purchasing-1>



Vision without action is merely a dream.  
Action without vision passes the time.  
Vision with action can change the world. ~ Joel A. Barker

**From:** RICO, TARA R. <trrico@santafenm.gov>  
**Sent:** Thursday, November 2, 2023 11:55 AM  
**To:** Purchasing DET <purchasing\_det@santafenm.gov>  
**Subject:** Aftermath Determination

*Good morning,*

*Can I please get a determination for the following scope of work:*

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**II. Rate Information**

1. Biohazard remediation services: \$300 per technician per call-out for 2 hours (2 man-hours). Additional hours and/or technicians are billed at \$225/per technician/hr.

-Includes:

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*Thank you*



*Tara R. King, Project Specialist  
Santa Fe Police Department  
505-955-5004*

## RICO, TARA R.

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**From:** Matt Loehman <mloehman@horizonsofnewmexico.org>  
**Sent:** Friday, November 17, 2023 1:09 PM  
**To:** RICO, TARA R.  
**Subject:** Re: Procurement request for services  
**Attachments:** image001.jpg

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

Good afternoon Tara,

We will respectfully decline this opportunity.

Kind regards,

Matt

Matt Loehman  
Executive Director

Horizons of New Mexico  
6121 Indian School Rd. NE, Suite 102  
Albuquerque, NM 87110

office phone: (505) 345-1540  
email: [mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)  
web: [www.horizonsofnewmexico.org](http://www.horizonsofnewmexico.org)

On Fri, Nov 17, 2023, 1:08 PM RICO, TARA R. <[trrico@santafenm.gov](mailto:trrico@santafenm.gov)> wrote:

*Good afternoon, Matt,*

*Please see below for scope of service for a request we have:*

- *Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations.*
  - *Biohazards to include but not limited to blood, bodily fluids, brain matter.*
- *Services can be needed anytime 24/7 and anywhere within the City of Santa Fe.*

*Please reach out if you have any questions or need additional information. Thank you*



*Tara R. King, Project Specialist*

*Santa Fe Police Department*

*505-955-5004*

**Signature:** Andy Hopkins  
Andy Hopkins (Jan 23, 2024 11:04 MST)

**Email:** [ajhopkins@santafenm.gov](mailto:ajhopkins@santafenm.gov)