



City of Santa Fe, New Mexico

Memorandum



DATE: August 23, 2024

TO: John Blair, City Manager

John Blair
John Blair (Aug 30, 2024 10:40 MDT)

VIA: Layla Archuletta-Maestas, Deputy City Manager *L AM*
James Harris, Airport Manager *JH*
James Garduno, Airport Project Manager *JG*

FROM: Sebastian Gallegos, Airport Project Administrator

ACTION:

Request for the approval of Goods and Services Contract in the total amount of \$56,636.16 including NMGR to install a new Heating, Ventilation, and Air conditioning (HVAC) system in the Federal Aviation Administration Tower at the Santa Fe Regional Airport.; Sebastian Gallegos, Project Administrator, sfgallegos@santafenm.gov, 505-695-3538 James Garduno, Project Manager, jdgarduno@santafenm.gov, 505-670-3232

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is completing a Terminal expansion project. Last winter the existing HVAC unit failed, the Santa Fe Regional Airport (SAF), had three companies come out to investigate the reason for the failure. These companies came to the same conclusion, the existing unit is outdated and there are no replacement parts available. The HVAC system will need to be upgraded to a new unit, TLC will be providing and installing a JCI/TempMaster/York 7.5 ton Split system with hydronic air handler for heating and air conditioning along with all required electrical, plumbing for the HVAC equipment. The airport has received a grant from the New Mexico Department of Transportation and Aviation Division (NMDOTAV).

PROCUREMENT METHOD:

This work is being procured via NM Statewide Price Agreement (SWPA) # 30-00000-23-00084, which expires on July 4, 2025.

FUNDING SOURCE:

Project: Terminal Expansion Project

Fund Name/Number: 545/CIP AIRPORT

Munis Org Name/Number: Airport-Capital Project/5450407

Munis Object Name/Number: WIP Construction/572970

ATTACHMENTS:

Contract

Proposal

State Price Agreement #90-000-18-00073

Certificate of Insurance

Business License

Procurement Checklist

Summary of Contracts



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
25 Vendors

Number: 30-00000-23-00084

Amendment No.: Three

Term: July 5, 2023 - July 4, 2025

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

Procurement Specialist: Mikayla Trujillo

Telephone No.: (505) 469-1092

Email: Mikayla.Trujillo@gsd.nm.gov

Invoice:
As Requested

Title: **HVAC and Plumbing Services - Statewide**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 5, 2024 to July 4, 2025 at the same price, terms and conditions, except Vendor (AH) Comfort System USA Southwest, Inc. who chose not to extend.

See attached price increases for Vendor (AF) B & D Industries.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 7/8/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

JC

Vendor (AF) B & D Industries Price Increases

Item	Unit	Description	Current Rate	New Rate
001	Hour	Journeyman/Foreman/Experienced Technician - Worker, regular hours		
		Zone 1	\$95.00	\$101.18
		Zone 2	\$95.00	\$101.18
		Zone 3	\$95.00	\$101.18
		Zone 4	\$95.00	\$101.18
		Zone 5	\$95.00	\$101.18
		Zone 6	\$95.00	\$101.18
002	Hour	Journeyman/Foreman/Experienced Technician - Worker, after hours		
		Zone 1	\$125.00	\$133.13
		Zone 2	\$125.00	\$133.13
		Zone 3	\$125.00	\$133.13
		Zone 4	\$125.00	\$133.13
		Zone 5	\$125.00	\$133.13
		Zone 6	\$125.00	\$133.13
003	Hour	Apprentice/Experienced - Worker, regular hours		
		Zone 1	\$70.00	\$74.55
		Zone 2	\$70.00	\$74.55
		Zone 3	\$70.00	\$74.55
		Zone 4	\$70.00	\$74.55
		Zone 5	\$70.00	\$74.55
		Zone 6	\$70.00	\$74.55
004	Hour	Apprentice/Experienced - Worker, after hours		
		Zone 1	\$90.00	\$95.86
		Zone 2	\$90.00	\$95.86
		Zone 3	\$90.00	\$95.86
		Zone 4	\$90.00	\$95.86
		Zone 5	\$90.00	\$95.86
		Zone 6	\$90.00	\$95.86
005	Hour	Laborer, regular hours worked		
		Zone 1	\$55.00	\$57.33
		Zone 2	\$55.00	\$57.33
		Zone 3	\$55.00	\$57.33
		Zone 4	\$55.00	\$57.33
		Zone 5	\$55.00	\$57.33
		Zone 6	\$55.00	\$57.33
006	Hour	Laborer, after hours worked		
		Zone 1	\$70.00	\$72.97
		Zone 2	\$70.00	\$72.97
		Zone 3	\$70.00	\$72.97
		Zone 4	\$70.00	\$72.97
		Zone 5	\$70.00	\$72.97
		Zone 6	\$70.00	\$72.97

Item	Unit	Description	Current Rate	New Rate
Projects OVER Sixty Thousand (\$60,000.00)				
007	Hour	Journeymen/Foreman/Experienced Technician - Worker, regular hours		
		Zone 1	\$95.00	\$101.18
		Zone 2	\$95.00	\$101.18
		Zone 3	\$95.00	\$101.18
		Zone 4	\$95.00	\$101.18
		Zone 5	\$95.00	\$101.18
		Zone 6	\$95.00	\$101.18
008	Hour	Journeymen/Foreman/Experienced Technician - Worker, after hours		
		Zone 1	\$125.00	\$133.14
		Zone 2	\$125.00	\$133.14
		Zone 3	\$125.00	\$133.14
		Zone 4	\$125.00	\$133.14
		Zone 5	\$125.00	\$133.14
		Zone 6	\$125.00	\$133.14
009	Hour	Apprentice/Experienced - Worker, regular hours		
		Zone 1	\$75.00	\$79.88
		Zone 2	\$75.00	\$79.88
		Zone 3	\$75.00	\$79.88
		Zone 4	\$75.00	\$79.88
		Zone 5	\$75.00	\$79.88
		Zone 6	\$75.00	\$79.88
010	Hour	Apprentice/Experienced - Worker, after hours		
		Zone 1	\$95.00	\$101.18
		Zone 2	\$95.00	\$101.18
		Zone 3	\$95.00	\$101.18
		Zone 4	\$95.00	\$101.18
		Zone 5	\$95.00	\$101.18
		Zone 6	\$95.00	\$101.18
011	Hour	Laborer, regular hours worked		
		Zone 1	\$55.00	\$57.33
		Zone 2	\$55.00	\$57.33
		Zone 3	\$55.00	\$57.33
		Zone 4	\$55.00	\$57.33
		Zone 5	\$55.00	\$57.33
		Zone 6	\$55.00	\$57.33
012	Hour	Laborer, after hours worked		
		Zone 1	\$70.00	\$72.97
		Zone 2	\$70.00	\$72.97
		Zone 3	\$70.00	\$72.97
		Zone 4	\$70.00	\$72.97

Item	Unit	Description	Current Rate	New Rate
		Zone 5	\$70.00	\$72.97
		Zone 6	\$70.00	\$72.97
013	Hour	Diagnosis, project estimates, troubleshooting	\$95.00	\$101.18
014	%	Percentage Off Retail For all Parts and Materials	0%	No Change
015	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	\$150.00	No Change
016	Mileage	One way per mile cost, per vehicle	\$0.62	No Change

Certificate Of Completion

Envelope Id: 502ABA9878354E98ABAE7DE071C16230	Status: Completed
Subject: Please DocuSign: 30-00000-23-00084 HVAC and Plumbing Services A003	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Mikayla Trujillo
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	mikayla.trujillo@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: Mikayla Trujillo	Location: DocuSign
7/3/2024 2:33:50 PM	mikayla.trujillo@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: General Services Department	Location: DocuSign

Signer Events

Signature	Timestamp
<p>Tami Concha tami.concha@gsd.nm.gov Const. Supervisor New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None), Login with SSO</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/28/2024 7:02:43 AM ID: a9ed2d91-f227-45ce-9f3e-898ece78fea0</p>	<p>Sent: 7/3/2024 2:36:05 PM Viewed: 7/5/2024 10:24:43 AM Signed: 7/5/2024 10:30:36 AM</p>
<p>Mikayla Trujillo mikayla.trujillo@gsd.nm.gov Procurement Specialist II GSD/SPD Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Sent: 7/5/2024 10:30:37 AM Viewed: 7/8/2024 8:07:48 AM Signed: 7/8/2024 8:07:51 AM</p>
<p>Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c</p>	<p>Sent: 7/8/2024 8:07:54 AM Viewed: 7/8/2024 9:08:12 AM Signed: 7/8/2024 9:08:16 AM</p>

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/3/2024 2:36:05 PM
Certified Delivered	Security Checked	7/8/2024 9:08:12 AM
Signing Complete	Security Checked	7/8/2024 9:08:16 AM
Completed	Security Checked	7/8/2024 9:08:16 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(BA) 0000050920
TLC Company, Inc.
dba: TLC Plumbing and Utility
5000 Edith Blvd. NE
Albuquerque NM 87107-4125

Email: jblaschke@tlcplumbing.com
Telephone No. 505-761-9696

Number: 30-00000-23-00084

Amendment No.: Two

Term: July 5, 2023 thru July 4, 2024

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

Procurement Specialist: James Ortega

JO

Telephone No.: (505) 795-2516

Email: james.ortega@gsd.nm.gov

Invoice: As requested

Title: **HVAC and Plumbing Services-Statewide**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

The information for Vendor (AU) TLC Plumbing & Utility is updated as shown below:

Update Vendor Information

From:
(AU) 0000116994
TLC Plumbing & Utility
dba TLC Plumbing & Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107
Email: jblaschke@tlcplumbing.com
Phone: (505) 761-9696

To:
(BA) 0000050920
TLC Company, Inc.
DBA:TLC Plumbing and Utility
5000 Edith BLVD NE
Albuquerque, NM 87107-4125
Email: jblaschke@tlcplumbing.com
Phone: (505) 761-9696

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 9/7/2023

Dorothy Mendonca, New Mexico State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

× **This Agreement was signed on behalf of the State Purchasing Agent**

MM


Certificate Of Completion

Envelope Id: 219483E930F24A0EA46B19CFFFAF7AB0	Status: Completed
Subject: Please DocuSign: SPD SPA	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	James Ortega
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	james.ortega@gsd.nm.gov
	IP Address: 164.64.62.10


Record Tracking

Status: Original	Holder: James Ortega	Location: DocuSign
9/7/2023 3:15:00 PM	james.ortega@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Natalie Martinez		Sent: 9/7/2023 3:18:03 PM
Natalie.Martinez1@gsd.nm.gov		Viewed: 9/7/2023 3:18:39 PM
New Mexico General Services		Signed: 9/7/2023 3:18:48 PM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

James Ortega		Sent: 9/7/2023 3:18:49 PM
james.ortega@gsd.nm.gov		Viewed: 9/7/2023 3:19:14 PM
Security Level: Email, Account Authentication (None)		Signed: 9/7/2023 3:19:21 PM
		Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:
Accepted: 10/24/2022 4:00:52 PM
ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35

Valerie Paulk		Sent: 9/7/2023 3:19:22 PM
valerie.paulk@gsd.nm.gov		Viewed: 9/7/2023 3:22:24 PM
Signed of Behalf of State Purchasing Agent		Signed: 9/7/2023 3:22:47 PM
New Mexico General Services		Signature Adoption: Pre-selected Style Using IP Address: 67.0.212.236
Signing Group: 35000 - State Purchasing Agent	Signed using mobile	
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Accepted: 5/29/2020 9:40:59 AM
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/7/2023 3:18:03 PM
Certified Delivered	Security Checked	9/7/2023 3:22:24 PM
Signing Complete	Security Checked	9/7/2023 3:22:47 PM
Completed	Security Checked	9/7/2023 3:22:47 PM

Payment Events	Status	Timestamps
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E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

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By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
26 Vendors – See Page 6

Number: 30-00000-23-00084

Amendment No.: One

Term: July 5, 2023 thru July 4, 2024

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

Procurement Specialist: James Ortega

JO

Telephone No.: (505) 795-2516

Invoice:

Email: James.Ortega@gsd.nm.gov

Title: **HVAC and Plumbing Services-Statewide**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately: The SHARE vendor numbers for the following vendors have been activated:

- (AB) 0000163658 Scott Singletary dba Air Care New Mexico, LLC.,
- (AM) 0000174680, Valerie Grubbs, dba Integrity Heating and Cooling LLC.
- (AO) 0000046321 JB Henderson Construction Company
- (AP) 0000166933 Kenneth McDowell, dba McDowell Mechanical, LLC
- (AR) 0000137241 Mosark, LLC
- (AY) 0000091459 Yei Rogers dba Wizer Electric LLC.

The SHARE ID number for vendor (AZ-1) 0000046206 Yearout Mechanical Inc. dba Welch's Boiler Service, LLC has been corrected.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 8/9/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**

(AB) 0000163658

Scott Singletary
Air Care New Mexico, LLC
dba Air Care New Mexico
5445 Edith Blvd NE Suite E
Albuquerque, NM 87107
505-595-2273
kayla@aircarenm.com

(AM) 0000174680

Valerie Grubbs
Integrity Heating and Cooling LLC
2060 Main St. NE Ste D
Los Lunas, NM 87031
505-61-2209
admin@integrity-heatingandcooling.com

(AO) 0000046321

JB Henderson Construction Company, Inc.
PO Box 53176
Albuquerque, NM 87153-3176
505-975-1465
jeichhorst@jbhenderson.com

(AP) 0000166933

Kenneth McDowell
McDowell Mechanical, LLC
PO Box 6771
Santa Fe NM 87502
505-204-9855
mcdowellmechanicalsf@gmail.com

(AR) 0000137241

Mosark, LLC
35257 Hwy 87
Raton, NM 87740
575-447-1709
mosarkllc@outlook.com

(AY) 0000091459

Yei Rogers
Wizer Electric LLC
6017 Del Carmen Rd NE
Rio Rancho, NM 87144
505-304-7752
sam@wizerelectric.com

(AZ-1) 0000046206

Yearout Mechanical Inc.
dba Welch's Boiler Service, LLC
8501 Washington St. NE
Albuquerque, NM 87113
505-314-8226
rrodriguez@yearout.com

Certificate Of Completion

Envelope Id: 63EE4EAF210047CEB4B2270FAA86F6E1	Status: Completed
Subject: Please DocuSign: SPD SPA	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	James Ortega
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	james.ortega@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: James Ortega	Location: DocuSign
8/9/2023 2:20:48 PM	james.ortega@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	Sent: 8/9/2023 2:22:52 PM Viewed: 8/9/2023 2:30:01 PM Signed: 8/9/2023 2:30:24 PM
<i>MS</i>	
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
Accepted: 6/4/2020 11:04:51 AM
ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

James Ortega james.ortega@gsd.nm.gov Security Level: Email, Account Authentication (None)	<i>JO</i>	Sent: 8/9/2023 2:30:25 PM Viewed: 8/9/2023 3:06:37 PM Signed: 8/9/2023 3:06:41 PM
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10		

Electronic Record and Signature Disclosure:
Accepted: 10/24/2022 4:00:52 PM
ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35

Valerie Paulk valerie.paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	<i>Valerie Paulk</i>	Sent: 8/9/2023 3:06:42 PM Viewed: 8/9/2023 3:25:36 PM Signed: 8/9/2023 3:25:57 PM
Signature Adoption: Pre-selected Style Using IP Address: 174.231.16.32 Signed using mobile		

Electronic Record and Signature Disclosure:
Accepted: 5/29/2020 9:40:59 AM
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/9/2023 2:22:52 PM
Certified Delivered	Security Checked	8/9/2023 3:25:36 PM
Signing Complete	Security Checked	8/9/2023 3:25:57 PM
Completed	Security Checked	8/9/2023 3:25:57 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico General Services Department Statewide Price Agreement

Awarded Vendor:
26 Vendors – See Page 6

Price Agreement Number: **30-00000-23-00084**

Payment Terms: **See Page 6**

F.O.B.: **Destination**

Delivery: **See Page 6**

Procurement Specialist: **James Ortega**

JO

Telephone No.: **(505) 795-2516**

Email: **James.Ortega@gsd.nm.gov**

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

Invoice:
As Requested at Time of Order

Title: HVAC and Plumbing Services-Statewide

Term: July 5, 2023 thru July 4, 2024

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: *7/5/2023*

× **This Agreement was signed on behalf of the State Purchasing Agent**

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 bid, 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 bid 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. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **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.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **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 the State Purchasing Agent.
11. **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

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 30-00000-23-00084

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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 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.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor 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).

14. **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 bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **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.

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

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

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

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) 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.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 30-00000-23-00084

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of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor 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 Contractor and the State exceeds \$250,000 dollars.

B. Contractor 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. Contractor 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://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 Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor'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 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 under Article IX - Price Schedule. 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 Contractor 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 specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. 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

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor 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 Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor 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

State of New Mexico
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Purchasing Division
Statewide Price Agreement #: 30-00000-23-00084

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material breaches. Contractor'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 Contractor 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 Contractor 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 in the bid and price agreement specifications.

Article VII – Indemnity Clause

Contractor 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 Contractor's, and/or its employees, own negligent act or omission while Contractor, 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 price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 30-00000-23-00084

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Awarded Vendors:

(AA) 0000051142

A-Plus Plumbing & Heating Inc.
PO Box 9717
Santa Fe, NM 87504
505-470-6162
aplusespanola@yahoo.com

Payment Term: 30 Days

Delivery: 502 Calle Ben Vigil, Espanola, NM 87532

(AB) Not in SHARE

Air Care New Mexico, LLC
dba Air Care New Mexico
5445 Edith Blvd NE Suite E
Albuquerque, NM 87107
505-595-2273
kayla@aircarenm.com

Payment Term: Net 30

Delivery: As requested, as often as we can meet the demand

(AC) 0000054601

Anchorbuilt, Inc
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com

Payment Term: Net 30

Delivery: As Requested

(AD) 0000138545

Aria, Inc.
dba Cartwright's Plumbing and HVAC
PO Box 16371
Santa Fe, NM 87592
505-982-2511
rr.cartwright@rrsc.com

Payment Term: Net 30

Delivery: 1360 Vegas Verdes Ste B
Santa Fe NM 87507

(AE) 0000046656

Automated Control Systems, Inc.
5801-B McLeod NE
Albuquerque, NM 87109
505-881-7070
bel@acsionline.com
bjf@acsionline.com

Payment Term: Net 30

Delivery: As Requested

State of New Mexico
General Services Department
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(AF) 0000046277

B & D Industries Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
newwojob@banddindustries.com

Payment Term: Net 30
Delivery: F.O.B. Destination

(AG) 0000049957

CAC, Inc.
610 Industrial Ave. NE
Albuquerque, NM 87107
505-343-6100
trevorb@cacinc.net
service@cacinc.net

Payment Term: Net 30
Delivery: F.O.B. Destination

(AH) 0000108425

Comfort Systems USA Southwest, Inc.
6875 W Galveston St
Chandler, AZ 85226
(505) 856-9250
steve.adams@comfortsystemsusa.com
brian.ruffner@comfortsystemsusa.com
CAMAZ@comfortsystemsusa.com

Payment Term: Net 30
Delivery: FOB Destination

(AI) 0000046874

Conti Energy Control
6417 Center Drive
Sterling Heights, MI 48312
505-890-2888
nmpo@conticorporation.com
scott.stevens@conticorporation.com
nmservice@conticorporation.com

Payment Term: Net 30
Delivery: As Requested

(AJ) 0000046669

Donner Plumbing & Heating, Inc.
107 Candelaria Rd NW
Albuquerque, NM 87107
505-884-1017
jgarner@donnerplumbing.com
aknight@donnerplumbing.com
kdonner@donnerplumbing.com
rlobb@donnerplumbing.com

Payment Term: Net 30
Delivery: As requested, FOB Destination

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Statewide Price Agreement #: 30-00000-23-00084

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(AK) 0000086357

Four Winds Mechanical HTC/AC
8915 Adams St NE
Albuquerque, NM 87113
505-908-0090
lynn@4windsmechanical.com

Payment Term: Net 30

Delivery: Destination as requested, FOB Destination

(AL) 0000098448

Hausermann Mechanical LLC
3100 Richmond Dr NE
Albuquerque, NM 87107
505-200-0650
jhausermann@comcast.com

Payment Term: Net 30

Delivery: Destination as requested

(AM) Not in SHARE

Integrity Heating and Cooling LLC
2060 Main St. NE Ste D
Los Lunas, NM 87031
505-61-2209
admin@integrity-heatingandcooling.com

Payment Term: Net 30

Delivery: As Requested

(AN) 0000051254

J.D. Zentz Inc.
4020 Peggy Rd Se Ste M1
Rio Rancho, NM 87124
505-891-0551
jdzentz@aol.com
lorriedodge1@aol.com

Payment Term: net 30

Delivery: As Requested

(AO) Not in SHARE

JB Henderson Construction Company, Inc.
PO Box 53176
Albuquerque, NM 87153-3176
505-975-1465
jeichhorst@jbhenderson.com

Payment Term: Net 30

Delivery: As Requested

(AP) Not in SHARE

McDowell Mechanical, LLC
PO Box 6771
Santa Fe NM 87502
505-204-9855
mcdowellmechanicalsf@gmail.com

Payment Term: Net 30

Delivery: As Requested

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 30-00000-23-00084

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(AQ) 0000054038

Mechanical Systems, Inc.
420 Martinez Lane NE
Albuquerque, NM 87107
505-345-0947
msinc34@msincnm.com

Payment Term: Net 30

Delivery: Normal service is usually 2-3 business days.
Overtime service requests start same day from 5pm-8pm or when a technician finishes their normal service schedule and becomes available
Normal service is usually 2-3 business days.

(AR) Not in SHARE

Mosark, LLC
35257 Hwy 87
Raton, NM 87740
575-447-1709
mosarkllc@outlook.com

Payment Term: Net 30

Delivery: AS REQUESTED

(AS) 0000009419

ORCOM, a Division of Ortega Companies, Inc.
PO Box 605
Peralta, NM 87042
505-865-7401 ext 403
505-480-5852
billy@orcominc.com
rosanna@orcominc.com
del@orcominc.com

Payment Term: Net 30

Delivery: As Requested

(AT) 0000043952

PC Automated Controls, Inc.
4239 Balloon Park
Albuquerque, NM 87109
505-895-9040
blinzey@pcautomatedcontrols.com

Payment Term: Net 30

Delivery: As requested and depending on manufacturer lead times.

(AU) 0000116994

TLC Plumbing & Utility
dba TLC Plumbing & Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107
505-761-9696
jblaschke@tlcplumbing.com

Payment Term: Net 30

Delivery: As requested

(AV) 0000011132

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 30-00000-23-00084

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Trane US Inc.
PO Box 98167
Chicago, IL 60693
505-681-1899
msfafard@trane.com

Payment Term: Net 30

Delivery: 5501 San Diego Ave NE Albuquerque, NM

(AW) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com

Payment Term: Net 30

Delivery: As Requested

(AX) 0000052947
Western Mechanical Co.
dba Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458
mike.westernmechanical@gmail.com

Payment Term: 30 days

Delivery: email through portal

(AY) Not in SHARE
Wizer Electric LLC
6017 Del Carmen Rd NE
Rio Rancho, NM 87144
505-304-7752
sam@wizerelectric.com

Payment Term: Net 30

Delivery: As Requested

(AZ) 0000086970
Yearout Mechanical Inc.
dba Welch's Boiler Service, LLC
8501 Washington St. NE
Albuquerque, NM 87113
505-314-8226
rrodriguez@yearout.com

Payment Term: Net 30

Delivery: F.O. B. Destination (as requested)



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

BUSINESS REGISTRATION

Business Name: TLC SANTA FE LLC
DBA: TLC SANTA FE LLC

Business Location: 2532 CAMINO ENTRADA
SANTA FE, NM 87505

CRS Number: 02226090000

Owner:

License Number: 222154

License Type: Business License - Renewable

Issued Date: December 27, 2023

Classification: Contractor - Specialty

Expiration Date: December 27, 2024

Fees Paid: \$35.00

TLC SANTA FE LLC
2532 CAMINO ENTRADA
SANTA FE, NM 87507

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 TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: TLC Company Inc.

Procurement/contract Title: Goods and Services

Procurement Method: Sole Source State Price Agreement/Existing Cooperative

Request For Proposals(RFP) Invitation To Bid (ITB) Exempt:

Small Purchase (Contract Under \$60,000) Other: _____

Requesting Department: Santa Fe Regional Airport Staff Name: Sebastian Gallegos

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP (include ECR)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration (always)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Sebastian Gallegos
Department Point of Contact

Project Administrator
Title

08/23/2024
Date

Department Director

Date

Chief Procurement Officer

Aug 29, 2024
Date

ITT Representative

Title

Date



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3250017 Procurement # (RFP/ITB# If any):

Contractor: TLC and Company

Procurement Method/Vehicle: Small Purchase RFP ITB Sole Source GSA Cooperative Exempt SWPA/Existing

Description/Title: Request for the approval of Goods and Services Contract in the total amount of \$56,636.16 including NMGRT to install a new Heating, Ventilation, and Air conditioning (HVAC) system in the Federal Aviation Administration Tower at the Santa Fe Regional Airport

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: TBD Term End Date: TBD Total Contract Amount: \$ 56,636.16

Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: General Services Contract # 3250017

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: NM State Wide Price Agreement (SWPA) # 30-00000-23-00084

 Aug 29, 2024
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: NMSA 1978, Section 13-1-129

4. Funding Source: Terminal Expansion Project Org / Object: 5450407.572970

Andy Hopkins Aug 29, 2024
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: Sebastian Gallegos Phone #: 505-695-3538

To be recorded by City Clerk: _____ Email: sfgallegos@santafenm.gov

Clerk #: _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date











TLC_SAF FAA_Full Packet_SG 1


Final Audit Report

2024-08-30

Created:	2024-08-29
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9I86hclzP0FLgPAQ6lZzdAAWZLyMxLOt

"TLC_SAF FAA_Full Packet_SG 1" History


-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-08-29 - 6:22:01 PM GMT- IP address: 73.98.109.4
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-08-29 - 6:32:19 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-08-29 - 9:46:40 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-08-29 - 9:46:58 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-08-29 - 9:47:01 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-08-30 - 3:39:23 AM GMT- IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-08-30 - 4:46:39 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and EMILY OSTER (ekoster@santafenm.gov) for signature. One of them to sign
2024-08-30 - 4:46:42 AM GMT
-  Email viewed by ALEXIS LOTERO (aclotero@santafenm.gov)
2024-08-30 - 3:36:22 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ALEXIS LOTERO (aclotero@santafenm.gov)
Signature Date: 2024-08-30 - 3:36:41 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document sent to JOHN BLAIR (jwblair@santafenm.gov) and lsarchulettamaestas@santafenm.gov for signature. One of them to sign


2024-08-30 - 3:36:44 PM GMT

 Email viewed by JOHN BLAIR (jwblair@santafenm.gov)

2024-08-30 - 4:39:34 PM GMT- IP address: 104.156.39.164

 Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair

2024-08-30 - 4:40:10 PM GMT- IP address: 104.156.39.164

 Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2024-08-30 - 4:40:12 PM GMT - Time Source: server- IP address: 104.156.39.164

 Agreement completed.

2024-08-30 - 4:40:12 PM GMT

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Installation Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **TLC Company Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work: Installation of a heating unit in the air traffic control tower at the Santa Fe Regional Airport. See attached quote marked Exhibit "A".

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
1. Heating unit in the FAA Tower		\$56,636.16

The total compensation under this Contract shall not exceed fifty-six thousand, six hundred and thirty-six dollars and sixteen cents (\$56,636.16), excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Contract are subject to the following provisions.

A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested

for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **two (2) years from date of final signature**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of two (2) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor 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 Contractor; 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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. **Notice; City Opportunity to Cure**.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

8. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

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

10. Assignment

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

11. Subcontracting

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

12. **Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

23. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract. Statewide/Existing Agreements 13-1-129, this Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico (Purchasing Division) SWPA 30-00000-23-00084, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

24. **Notice**

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

25. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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, or immigration status subject to compliance with employment law, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

26. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

27. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

28. **Applicable Law**

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

29. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation

does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

30. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

31. **Workers' Compensation**

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

32. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

34. **Insurance**

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

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

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

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

35. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

36. **Invalid Term or Condition**

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

37. **Enforcement of Contract**

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

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

39. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

40. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

41. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

42. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Sebastian Gallegos, Project Administrator
City of Santa Fe

121 Aviation Drive, Santa Fe, NM 87507
505-695-3538
sfgallegos@santafenm.gov

To the Contractor:
Richard Baker, HVAC Manager
TLC Company Inc.
PO Box 909, Santa Fe, NM 87501
505-362-7465
rbaker@tlcplumbing.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:
Richard Baker, HVAC Manager
TLC Company Inc.
PO Box 909, Santa Fe, NM 87501
505-362-7465
rbaker@tlcplumbing.com

43. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

CONTRACTOR: TLC COMPANY INC.

John Blair
John Blair (Sep 5, 2024 11:58 MDT)
JOHN BLAIR, CITY MANAGER

Richard Baker
Richard Baker (Aug 15, 2024 10:24 MDT)
RICHARD BAKER, HVAC MANAGER

DATE: Sep 5, 2024

DATE: Aug 15, 2024

CRS#, 02226090000

Registration#, 222154

ATTEST:


GERALYN CARDENAS, INTERIM CITY CLERK

xiv

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Aug 15, 2024 13:29 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR



QUOTE

#Q60954-1

City of Santa Fe

PO Box 909
Santa Fe, NM 87501



Monday
Jul 08, 2024

Quote Details

121 Aviation Dr. Santa Fe, NM 87505



Quote Details

Description of Work:

Contract price for TLC to install a JCI/TempMaster/York 7.5 ton Split system with hydronic air handler to provide for heating and cooling to tower

- ˆ Existing system (indoor/outdoor) will be fully decommissioned and removed, properly disposed of
- ˆ New Air handler and Hydronic coil will be set within existing footprint, maximizing space as much as possible
- ˆ Outdoor unit will be set within existing footprint, properly set with roof pad, hail guards
- ˆ New 208/230v 3phase dedicated circuits will be installed for indoor and outdoor unit, outdoor unit circuit will be ran from panel to outside and installed with disconnect and supply whip
- ˆ Refrigeration piping (1 1/8 x1/2) will be ran, fully hardpiped and insulated, kept to most effective and aesthetic route. Can add outdoor lineset cover if customer desires. Lineset will be fully piped and connected, pressure tested and purged, vacuum pulled down to 500 micron minimum and triple nitrogen break process followed as per manufacturer requirements
- ˆ Boiler piping and pump will be installed. Will be tapped in (supply and return) in floor beneath, and copper ran exposed (insulated but outside of wall) in most effective and aesthetic manner
- ˆ New duct plenum will be fully fabricated and installed
- ˆ Condensation piping and pump will be installed
- ˆ New thermostat will be installed, low voltage fully rewired as needed to ensure proper comms
- ˆ Once installation is complete, full start up and commissioning will be performed, proper operation ensured and guaranteed
- ˆ All work guaranteed to be performed up to code, proper permitting and inspections will be pulled and code compliance adhered to
- ˆ Manufacturer will provide a 1 year parts, 10 Year coil, 5 year compressor warranty
- ˆ TLC will provide a full 1 year warranty on all work performed, and lifetime proper workmanship guarantee

Subtotal	\$52,350.00
Tax	\$4,286.16
Total	\$56,636.16

EXPIRES ON Apr 18, 2024

Issued By: E. Antonio A

Terms & Conditions:

Payment Due:
Upon Completion

Exclusions:

- ˆ All state and local sales taxes
- ˆ All work beyond the scope of this proposal
- ˆ All existing systems, including roofing, ducting, electrical, water, and gas systems

* NOTE 1: This proposal may be withdrawn by TLC Plumbing & Utility if not accepted within 30 days of original date quoted. NOTE 2: FINANCE CHARGE 1.5% PER MONTH (18% per annum) service charge on past due accounts (Defined as accounts 90 Days past date on invoice). NOTE 3: Work to be performed on a contract bid price will not be converted to a Time and Material basis, and will not be broken down thereby after the work has been performed. NOTE 4: The price quoted herein includes all discounts.*

Accepted By:

Terms of Acceptance:

The above prices, specifications and conditions are satisfactory and hereby accepted to perform the work as specified. Payment to be made as outlined above.

Payments:

Total Paid:	\$0.00
Balance Due:	\$56,636.16



TLC Santa Fe
2532 Camino Entrada
Santa Fe, NM 87507



Email
SFOffice@tlcplumbing.com



Phone
(505) 471-6400






TLC_SAF FAA_Contract Packet_SG (1) (2)

Final Audit Report

2024-09-20

Created:	2024-09-18
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIaFHvYe_7eFSvJFuu_7kDBOJXH4WntU

"TLC_SAF FAA_Contract Packet_SG (1) (2)" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-09-18 - 3:51:35 PM GMT- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-09-18 - 3:55:58 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-09-20 - 10:03:38 PM GMT- IP address: 174.215.22.49
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-09-20 - 10:07:34 PM GMT - Time Source: server- IP address: 174.215.22.49
-  Agreement completed.
2024-09-20 - 10:07:34 PM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Oct 15, 2024 16:29 MDT)

Email: xivigil@santafenm.gov

24-0609 TLC Company, Inc.

Final Audit Report

2024-10-15

Created:	2024-10-15
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAkWTAffpIMOfL1n7f9oTtniAHSB58s-Aj

"24-0609 TLC Company, Inc." History

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-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2024-10-15 - 10:29:43 PM GMT - Time Source: server- IP address: 63.232.20.2
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2024-10-15 - 10:29:46 PM GMT
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-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-10-15 - 10:56:16 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-10-15 - 10:56:16 PM GMT