

**SERVICE AGREEMENT  
BETWEEN SANTA FE COUNTY AND WASTE MANAGEMENT OF NEW MEXICO  
TO PROVIDE SOLID WASTE & DISPOSAL SERVICES**

**THIS AGREEMENT** is made and entered into on this 21<sup>st</sup> day of September 2016, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and **Waste Management of New Mexico**, located at P.O. BOX 15700, Rio Rancho, NM 87174 (hereinafter referred to as the "Contractor").

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117 of the Procurement Code, an Invitation for Bids (IFB) was issued for these services; and

**WHEREAS**, the Santa Fe County Adult Detention Facility (SFCADF) requires solid waste and disposal services and the Contractor is willing to render such services, and both parties wish to enter into this Agreement; and

**WHEREAS**, based upon the criteria established within the IFB the Contractor has been determined to be the lowest, responsive bidder; and

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows.

**1. CONTRACTOR'S SCOPE OF WORK; COUNTY'S RESPONSIBILITIES**

Contractor shall provide all labor, materials and equipment to provide solid waste removal and disposal services for the SFCADF as follows:

- a) Contractor shall provide either a 30 or 35 cubic yard self-contained trash compactor. Contractor will be responsible to maintain the trash compactor and ensure that it is functional and leak-proof. Contractor must replace a trash compactor that is not in functioning or leak-proof condition immediately. Contractor must replace any trash receptacle or trash compactor damaged during the removal or disposal process immediately at no cost to SFCADF or Santa Fe County. The County will not be held responsible for any damage to the trash receptacles or trash compactor that is a result of the removal or disposal process. Contractor is to wash and sanitize trash compactors and receptacles in compliance with Environment Improvement Board (EIB) rules.
- b) New or used trash compactors and receptacles shall be delivered within 15 days of Contractor's receipt of the Notice of Award. Any used compactors and receptacles must be in good condition.
- c) Additional trash disposal may be requested by SFCADF authorized personnel as deemed necessary.

- d) County has the option to request the Contractor to add or reduce the number of stationary trash compactors and trash receptacles as needed.
- e) County will provide electrical services necessary for trash compactors; responsibility limited to providing existing electrical power only. Equipment modifications shall be the Contractor's responsibility.
- f) County has existing site set up for trash receptacles and trash compactor, which has met the needs and specifications of all environmental rules and regulations of the Environmental Protection Agency.
- g) County retains the option of requesting service between regularly scheduled service intervals. It also has the option of cancelling or reducing scheduled service if deemed necessary. Contractor shall not charge the County until the monthly billing has been adjusted accordingly to reflect the reduced pick up service.
- h) Solid waste removal and disposal services to be provided at the same price, terms and conditions as stated in Exhibit A to this Agreement for new additions of the same size and capacity.
- i) Should the County require solid waste pick up on an emergency basis, Contractor must be able to dispatch a vehicle to provide immediate waste removal service. Contractor shall have a bill of lading signed by an authorized employee at SFCADF at the time of emergency trash pick-up. Under no circumstances may a receptacle be picked up unless it will be replaced with an empty one or returned empty the same day.
- j) Solid waste disposal must be in compliance with all EIB regulations and all city, state, and federal rules and regulations.
- k) The Contractor, during the delivery or installation of trash receptacle and trash compactor or during the removal of solid waste, shall take all steps necessary to protect any existing property of the County from unnecessary damage. Any unnecessary damage to SFCADF shall be promptly repaired to the satisfaction of SFCADF at the Contractor's expense.
- l) If the Contractor is utilizing its own landfill, fees shall not increase during the entire term of this Agreement. If Contractor is using a public landfill, written documentation shall be provided in order to justify any requested landfill fee increase.
- m) Contractor is to correct any nonconforming or defective service within a 24-hour period of notification by the County. Failure to comply, cure or correct a non-conformity or defect will be cause for cancellation of this Agreement by the County.
- n) Contractor's personnel are required to enter restricted and limited access areas. Contractor will adhere to the daily institutional movement constraints and arrange a schedule to pick up solid waste accordingly so as not to interfere with the daily

operations of SFCADF or to jeopardize the health and safety of SFCADF employees, inmates or the general public.

- o) Any security clearances and/or background checks that may be required by SFCADF for the Contractor and its employees must be obtained prior to commencement of any services. The SFCADF reserves the right to deny the Contractor or any of its employees or agents' access to SFCADF property should the Contractor employee or agent violate any criteria required for security clearance. Contractor must notify SFCADF of any changes in Contractor's personnel who will be entering the grounds of the SFCADF to perform services and all such personnel must obtain proper clearance. Failure to comply with the security clearance requirements will be cause for cancellation of this Agreement.
- p) SFCADF reserves the right to escort Contractor, Contractor's employees or agents off SFCADF premises at any time should SFCADF deem it necessary, including inappropriate conduct or actions that jeopardize the safety, security, or wellbeing of SFCADF. If any incidents occur this Agreement may be immediately canceled. The County may prosecute any Contractor, Contractor's employees, or agents who violate any law while on SFCADF property.
- q) Bid prices shall not include New Mexico State gross receipts tax or local option tax. Such tax or taxes shall be added at the time of invoice at current rates and shown as separate item to be paid by SFCADF.

## **2. REQUIREMENTS AND QUALIFICATIONS:**

- a) The Contractor and its employees shall be properly licensed, insured and in compliance with all current applicable federal, state, and local codes and regulations pertaining to the Contractor's Scope of Work (Section 1).
- b) The County shall not be held liable for any accidents or injuries to the Contractor's employees while performing services under this Agreement.

## **3. COMPENSATION, INVOICING, AND SET-OFF**

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A, attached hereto.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed \$25,000.00, exclusive of NM gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated

herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within 30 days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

#### **4. EFFECTIVE DATE AND TERM**

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate two years later, unless earlier terminated pursuant to Section 6 (Termination) or Section 7 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement in one-year increments and at the same prices, terms and conditions as stated herein. The County may exercise this option by submitting a written notice to the Contractor that the term of this Agreement will be extended. The term of this Agreement shall not exceed four years in total. Notice of a term extension must be submitted to the Contractor at least 60 days prior to expiration of the term of the Agreement.

#### **5. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Section 1 (Scope of Work) of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2 (Compensation, Invoicing, and Set Off) of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the

Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

## **6. TERMINATION**

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

## **7. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## **8. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent Contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

**9. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

**10. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

**11. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

**12. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

**13. CONFIDENTIALITY**

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

**14. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

**15. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**16. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work) of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**17. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**18. NOTICE OF PENALTIES**

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

**19. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

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

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

**20. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district court of New Mexico, located in Santa Fe County.

## **21. RECORDS AND INSPECTIONS**

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

## **22. INDEMNIFICATION**

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.



### **23. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

### **24. NOTICES**

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

**To the County:** Santa Fe County  
Office of the County Attorney  
P.O. Box 276  
Santa Fe, New Mexico 87504

**To the Contractor:** Waste Management of New Mexico  
P.O. Box 15700  
Rio Rancho, NM 87174  
Phone: 505-891-6564

### **25. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

### **26. LIVING WAGE**

The Contractor agrees to abide by Santa Fe County Ordinance 2014-1 Establishing a Living Wage. Contractor acknowledges and agrees that failure to comply with this Section of the Agreement shall constitute a material breach of this Agreement.

### **27. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for

all purposes.

## **28. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

## **29. INSURANCE**

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

## **30. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

## **31. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

## **32. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**


The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

**33. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first written above.

**SANTA FE COUNTY:**

  
Katherine Miller  
County Manager

9/21/16  
Date

Approved as to form

  
Gregory S. Shaffer  
County Attorney

9/13/16  
Date

Finance Department

  
Carole H. Jaramillo  
Finance Director

9/19/16  
Date

**CONTRACTOR:**

**WASTE MANAGEMENT OF NEW MEXICO**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print name and title)



### 33. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

#### SANTA FE COUNTY:

\_\_\_\_\_  
Katherine Miller  
County Manager

\_\_\_\_\_  
Date

Approved as to form

\_\_\_\_\_  
Gregory S. Shaffer  
County Attorney

\_\_\_\_\_  
Date

Finance Department

\_\_\_\_\_  
Carole H. Jaramillo  
Finance Director

\_\_\_\_\_  
Date

#### CONTRACTOR:

WASTE MANAGEMENT OF NEW MEXICO

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
9/20/16  
Date

\_\_\_\_\_  
(Print name and title)



**Exhibit A**

IFB# 2017-0029-CORR/KE

**BID SHEETS**  
**IFB #2017-0029-CORR/KE REBID**  
**SOLID WASTE REMOVAL & DISPOSAL SERVICES**

Please offer your best price, per a haul, for each item as outlined below. The Bidders shall complete the following bid sheet in full, including signature at the bottom as stated. Be advised that award may be made without discussion with Bidders on offers received.

Offeror's Organization Name: WASTE MANAGEMENT

**BID SHEET**

Item	Article and Description Compactor and Service	Service Schedule	Rate (per a haul)
1	Weekly rate charge (per compactor) to include usage of a minimum of a 30 cu. yd. stationary trash compactor and removal and disposal of solid waste	Once a Week	\$ <u>200.00</u> / haul plus disposal
2	Weekly rate charge (per container) to include usage of a minimum of a 30 cu. yd. open top roll-off container and removal and disposal of solid waste	Once a Week	\$ <u>125.00</u> pr. haul plus disposal
3	Charge per load to include usage of a minimum of a 30 cu. Yd. open top roll-off container, removal and disposal of solid waste for special projects as requested by SFC ADF	As needed	\$ <u>170.00</u> pr. haul plus disposal
4	Weekly rate charge (per container) to include usage of a minimum of a 8 cu. yd. trash bin and removal and disposal of solid waste	Once a Week as needed	\$ <u>43.65</u>
5	Twice weekly rate charge (per container) to include usage of a minimum of a 8 cu. yd. trash bin and removal and disposal of solid waste	Twice a week as needed	\$ <u>64.61</u>
6	Weekly rate charge (per container) to include usage of a minimum 8 cu. yd. recycle bin and removal and transfer to recycle facility	Once a week As Needed	\$ <u>22.5</u>
7	Weekly rate charge (per container) to include usage of a minimum 8 cu. yd. recycle bin, removal and transfer to recycle facility	Twice a week as needed	\$ <u>39.62</u>





Price shall be exclusive of gross receipts tax or local option taxes, such tax or taxes shall be added at time of invoicing at current rates and shown as a separate item to be paid by County.

In the event of weekend and/or after hour emergency situation, Contractor shall be contracted as follows:

- Primary Contact: Daniel Duran Phone: 505-975-5392
- Secondary Contact: CHRISTINE Vigil Phone: 505-472-7352

Vendor to provide location of area where waste shall be disposed:

- Caja del Rio Landfill  
Santa Fe, NM

The prices quoted herein represent the total compensation to be paid by the County for goods and/or services provided. It is understood that the party providing said goods and/or services to the County is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and all other items necessary to complete the services. The prices quoted in this bid include any amount sufficient to cover such costs. Awarded vendor agrees to provide services in accordance with instructions on this form and only against specific orders which the departments may place with the vendor during the term of the service agreement.

Authorized Signature: Daniel Duran

Print Name: Daniel Duran

Print Title: Territory Manager

Contractor's Phone: 505-975-5392

Email: DDuran1@WM.com

