City of Santa Fe New Mexico
Memorandum

Date: September 4, 2026

To: Mark Scott, City Manager BRIAN MOYA 09/08/2026

Via: Michael Dozier, Wastewater Management Division Director 09/08/2026

From: Leroy Alvarado, WW Manager LeRoy Alvarado LeRoy Alvarado (Sep 8, 2026 08:00:56 MDT) 09/08/2026

Subject: Retroactive Approval

ITEM AND ISSUE:
The purpose of this memorandum is to request the City Manger's retroactive approval of a contract for Piedmont Technical Services that has an end date of 10/7/26. This contract is for UV3000 disinfection system maintenance services.

BACKGROUND AND SUMMARY:
The amendment in process was signed by the vendor and Legal and then realized that the original procurement method of a Sole Source needed to be Re-posted for another 30 days because of the increase of compensation and term of the original sole source from the original contract. Due to the overlooked sole source 30-day Re-posing, in addition the amendment still needs Governing Body approval, this amendment will not be executed until after the end date of 10/7/26. The Department recognizes the importance of following the City's established purchasing and approval procedures and will remember in the future to Re-post the sole source for an amendment if it changes the compensation or term.

REQUEST:
Staff respectfully request the City Manager's retroactive approval.

ATTACHMENT:
Contract Packet (in process) --Amendment packet + original contract packet

CITY OF SANTA FE

The Purchasing Memo

Date: September 1, 2026

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

From: Leroy Alvarado, Operations Manager LeRoy Alvarado (Sep 1, 2026 09:56:52 MDT) 09/01/2026

Via: Michael Dozier, Director, Wastewater Management 09/01/2026

Via: Jesse Roach, Interim PUD Department Director

Subject: AMENDMENT #1-Maintence Service for UV3000 disinfection system

Vendor Name: PIEDMONT TECHNICAL SERVICES

Munis Vendor Number: 10615

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment #1 with Piedmont Technical Services for the maintenance for the UV3000 disinfection system. Amendment #1 increases the amount of compensation by $265,075.60 for a total compensation of $350,835.60, including NMGRT, for a term of four years.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260157.

BACKGROUND AND SUMMARY:

The Paseo Real Wastewater Treatment Plant (WWTP) owns and operates a Trojan UV3000 Disinfection system. This system is used to disinfect the finish water stream prior to it discharging into the Santa Fe River. The system requires highly specialized periotic maintenance which the current WWTP staff cannot perform. This maintenance is critical to ensure that the system continues to stay in operation 24 hours a day year-round. A request for service was requested by the manufacturer Trojan Technologies Inc., they stated because the system was repaired numerous times with third party parts, they would not be able to service our equipment unless the complete replacement of all third-party parts is replaced with Trojan equipment. This would add unnecessary cost, but can be achieved by replacing third party equipment with Trojan equipment as it fails. The WWTP staff located Piedmont Services and was able to use them the complete major repairs.to keep the system operational we are requesting to continue using Piedmont to complete periotic maintenance.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Operation/Admin 5000361

Munis Object Name/Number: Service Contract -510310

Budget Officer / Designee: Andrew J. Hopkins **Date:** 09/30/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 09/30/2026

CPO Comment/Exceptions: SS to post for 30 days.

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Original Contract

Amendment 1

COI

CITY OF SANTA FE

CITY OF SANTA FE

AMENDMENT No. 1 TO

Contract # 3260157

Original City Clerk Item Number: 25-0476

Piedmont - Preventative Maintenance Service for a UV3000 disinfection system

This AMENDMENT No. 1 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 10/7/2025 (the "Contract"), between the City of Santa Fe (the "City") and Piedmont Technical Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

I. RECITALS

A. Under the terms of the Contract, Contractor has agreed to provide the City with Piedmont - Preventative Maintenance Service for a UV3000 disinfection system.

B. Pursuant to the Amendment Article 7 of the original Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

II. COMPENSATION

Compensation - Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of $265,075.60 so that Article 3, paragraph A reads in its entirety as follows:

A. For the services described in the scope of work, the City agrees pay the Contractor per visit

FY26 per visit	$20,305.82
FY27 Per visit	$20,304.82
FY28 Per visit	$20,913.96
FY29 Per visit	$21,541.39
The services in the contract include GRT. The GRT on this contract at 8.1875% equals- on **Labor Only** per visit	+ $4,642.91
The total compensation for the contract including GRT is	= $87,708.90 x 4 = **$350,835.60**

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.
D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

III. TERM

Article 4 of the Contract is hereby deleted in its entirety and substituted with the following Article 4 in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate three (3) year from the date of final signature unless terminated pursuant to Paragraph 6 (Termination) or Paragraph 16 (Appropriations). A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

IV. 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: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Wastewater Operations superintendent 73 Paseo Real Santa Fe, NM 87507 lmalvarado@santafenm.gov (505) 469-5358	**To the Contractor:** Piedmont Technical Services Sherri Bos P.O. Box 608 Hillsborough, NC 27278 ptswalters@aol.com 1-919-697-0128

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.

V. CONTRACT IN FULL FORCE

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

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

CITY OF SANTA FE:

_____

MICHAEL GARCIA, MAYOR

DATE: _____

CONTRACTOR:
PIEDMONT TECHINCAL SERVICES

Sherri Bos
Sherri Bos (Aug 14, 2026 12:30:55 EDT)

SHERRI BOS, Owner

DATE: 08/14/2026

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Marcos D. Martínez
Marcos D. Martínez (Aug 14, 2026 10:34:04 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

APPROVED FOR BUDGET:

_____

MONICA MAESTAS, FINANCE DIRECTOR

PIEDMONT AMEND 1_CoSF

Final Audit Report 2026-08-14

Created:	2026-08-11
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnwq3_IDd9QItg9JridvutZ1kF92fCOMf
Documents:	PIEDMONT AMEND 1_CoSF.pdf (3 pages)
Number of Documents:	1
Document page count:	3
Number of supporting files:	0
Supporting files page count:	0

"PIEDMONT AMEND 1_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-08-11 - 8:02:23 PM GMT- IP address: 63.232.20.2

Document emailed to Sherri Bos (ptswalters@aol.com) for signature
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Email viewed by Sherri Bos (ptswalters@aol.com)
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2026-08-14 - 4:32:08 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos D. Martínez (mdmartinez@santafenm.gov)
Signature Date: 2026-08-14 - 4:34:04 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Agreement completed.
2026-08-14 - 4:34:04 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

The Purchasing Memo

Date: September 30, 2025

To: Mark Scott, City Manger

From: LeRoy Alvarado, Operations Supervisor LeRoy Alvarado LeRoy Alvarado (Sep 30, 2025 11:26:09 MDT)

Via: Micheal Dozier, Waste Management Division Director

Subject: Preventative Maintenance Service for UV3000 disinfection system

Vendor Name: Piedmont Technical Services

Munis Vendor Number: 10615

ITEM AND ISSUE:

Wastewater Management Division Paseo Real Wastewater Treatment Plant respectfully requests your review and approval of a General Service Contract in the total amount of $ 85,760.00 including tax on labor only for Preventative Maintenance Service for UV3000 disinfection system for a term of 1 year with Piedmont technical Services.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260157

BACKGROUND AND SUMMARY:

The Paseo Real Wastewater Treatment Plant (WWTP) owns and operates a Trojan UV3000 Disinfection system. This system is used to disinfect the finish water stream prior to it discharging into the Santa Fe River. The system requires highly specialized periotic maintenance which the current WWTP staff cannot perform. This maintenance is critical to ensure that the system continues to stay in operation 24 hours a day year-round. A request for service was requested by the manufacturer Trojan Technologies Inc., they stated because the system was repaired numerous times with third party parts, they would not be able to service our equipment unless the complete replacement of all third-party parts is replaced with Trojan equipment. This would add unnecessary cost, but can be achieved by replacing third party equipment with Trojan equipment as it fails. The WWTP staff located Piedmont Services and was able to use them the complete major repairs.to keep the system operational we are requesting to continue using Piedmont to complete periotic maintenance.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Management/500

Munis Org Name/Number: Wastewater Operation/Admin/5000361

Munis Object Name/Number: Service Contract/510310

Budget Officer / Designee: Andy Hopkins **Date:** 09/30/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato Montaño **Date:** 09/30/2025

CPO Comment/Exceptions: SS posted for 30 days without protest.

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____ _____

_____

ATTACHMENTS:

CPO Service Determination Email
Procurement document: Sole Source Determination
Vendor's Quote (Note:
Certificate of Liability Insurance (COI)
General Services Contract

Item #: 25-0476
Munis Contract #: 3260157
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

SERVICE PROPOSAL FOR UV DISINFECTION SYSTEM

PREVENTATIVE MAINTENANCE FOR UV3000

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **PIEDMONT TECHNICAL SERVICES** 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.

C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.

D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30. Due to the timeline when this contract was completed. The first quarterly service will be performed by October 31, 2025 provided the PO is generated by October 1, 2025. All subsequent quarterly service visits will occur within the 2nd, 3rd and 4th quarters as defined above.

2. **Scope of Work**

The Contractor shall perform the following work:

- **Verify all UV System components are properly adjusted and installed**
- **Verify integrity of electrical connections to the UV System**
- **Verify communication of each module at the PDC**
- **Provide refresher Operation and Maintenance Training for operators by demonstration while performing this maintenance.**
- **Verify integrity of waterproof seals**
- **Clean UV Modules**
- **Verify operation of lamps and ballasts**
- **Replace defective lamps and ballasts (this does not include complete bank lamp changes; this will require extra time and will need to be determined prior to arrival to allow for the extra time**

and additional pricing.
- Provide a report of all findings, corrective actions and recommendations at each site for each service visit.

3. Compensation

A. Payment.

For the services described in the scope of work, the City agrees pay the Contractor per visit	$20,305.82_____
The services in the contract include GRT. The GRT on this contract at 8.1875% equals- on Labor Only per visit	+ $_1,134.18
The total compensation for the contract including GRT is	= $21,440.0 x 4 = **$85,760**_____

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

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

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

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate one (1) year from the date of final signature unless terminated pursuant to Paragraph 4 (Termination) or Paragraph 5 (Appropriations). A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. **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.

6. **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.

i) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

ii) 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.

iii) 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.*

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. 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.

16. 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 Governing Body, 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.

17. 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.

18. 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.

19. 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, NMSA 1978, Chapter 10, Article 16.

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.

20. Approval of Contractor Representatives

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

21. 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.

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

22. 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.

23. 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, 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.

24. 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.

25. New Mexico Tort Claims Act

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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:

i. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

ii. 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:

iv) 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

v) terminate the contract for default.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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:

i. give the Contractor prompt written notice within 48 hours of any claim;
ii. allow the Contractor to control the defense of settlement of the claim; and
iii. 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:

i. 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;
ii. replace or modify the product or service so that it becomes non-infringing; or,
iii. 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.

37. 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.

38. 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.

39. 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.

40. 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: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	LeRoy Alvardo Paseo Real Wastewater treatment Operations superintendent 73 Paseo Real Santa Fe, NM 87507 lmalvarado@santafenm.gov 505-469-5358	**To the Contractor:** Piedmont Technical Services Sherri Bos P.O. Box 608 Hillsborough, NC ptswalters@aol.com 1-919-697-0128

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.

41. 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:

Mark Scott (Oct 7, 2025 17:57:42 MDT)

Mark Scott, City Manager

Date: 10/07/2025

Contractor:

Sherri Bos (Sep 30, 2025 11:53:35 EDT)

Sherri Bos, Owner

Date: Sep 30, 2025

NMBTIN: _____

Attest:

ANDREA SALAZAR (Oct 8, 2025 12:10:08 MDT)

City Clerk

Approved to form and legal sufficiency by:

Marcos Martinez (Sep 30, 2025 09:58:45 MDT)

Senior Assistant City Attorney

Approved for Finances:

Emily K. Oster

Finance Director

City of Santa Fe, New Mexico

SOLE SOURCE REQUEST AND DETERMINATION FORM

This Sole Source request form must be submitted to the Central Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).
Complete this form in its entirety!

Date: 7/8/2025 **Prepared By:** LeRoy Alvarado

Email: lmalvarado@santafenm.gov **Phone #:** 505-469-5358

Description of Goods/Service to be Procured (short title):
UV Preventative Maintenance Service for UV3000 disinfection system

Vendor Name: Piedmont Technical Services

Address: P.O. Box 608

City: Hillsborough, **State:** NC **Zip Code:** 27278

Justification (choose from the drop down): Sole Vendor

Type of good/service (choose from the drop down): Tangible Goods

***Estimated Cost:** $85,760.00 **Term of Contract:** 4 years

*Tax is subject to change. **Ensure the amount matches the amount to be invoiced. If the vendor must charge tax, they need to state that "tax will be added on the invoice"**

Quantity of the service:
example: 12 MONTHS, 15 LICENSES, ETC.
48 months

Conversion: To Requisition **Org / Object:** 5000361-510310

Place checkmarks to affirm you agree and have included these documents:

☒ **The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.**
☒ **Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)**

☐ **If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.**

Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126:

☒ **There is only one source for the required service, construction, or item of tangible personal property.**

☒ **The service, construction, or item of tangible personal property is unique, and this uniqueness is substantially related to the intended purpose of the contract.**

☒ **Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.**

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction, or item(s) of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**
-Please note that specifications cannot be narrowly drafted to preclude competition solely to allow award to a favored vendor.

The Paseo Real Wastewater Treatment Plant (WWTP) owns and operates a Trojan UV3000 Disinfection system. This system is used to disinfect the finish water stream prior to it discharging into the Santa Fe River. The system requires highly specialized periodic maintenance which the current WWTP staff cannot perform. This maintenance is critical to ensure that the system continues to stay in operation 24 hours a day year-round. A request for service was requested by the manufacturer Trojan Technologies Inc., they stated because the system was repaired numerous times with third party parts, they would not be able to service our equipment. The WWTP staff located Piedmont Services and was able to use them the complete major repairs.to keep the system operational we are requesting to continue using Piedmont to complete periodic maintenance.

Scope of work:

- Verify all UV System components are properly adjusted and installed
- Verify integrity of electrical connections to the UV System
- Verify communication of each module at the PDC
- Provide refresher Operation and Maintenance Training for operators by demonstration while performing this maintenance.
- Verify integrity of waterproof seals
- Clean UV Modules
- Verify operation of lamps and ballasts
- Replace defective lamps and ballasts (this does not include complete bank lamp changes, this will require extra time and will need to be determined prior to arrival to allow for the extra time and additional pricing.
- Provide a report of all findings, corrective actions and recommendations at each site for each

service visit.

Supply and disposal of all materials such as lubricants, cleaners, fluids, lamps, ballasts, sleeves, circuit boards, fuses, etc. is the responsibility of the customer and must be available at the scheduled time of the service visit.

2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The UV3000 Disinfection system is a highly technical system that requires trained personnel to work on It. No other similar Disinfection company can be used without making extensive electrical changes or Replacing all third-party replacement parts that are in service.

3. Provide an explanation of the prospective vendor's unique qualifications, proprietary rights, or capabilities that make them the only source able to meet the intended purpose of the contract. Uniqueness should be fact-based and substantially related to the contract's purpose. Reasons should focus on factual uniqueness rather than statements such as "best" or "least costly" source.

The UV system has been repaired numerous time with third party replacement parts. Efforts have been made to locate other service companies but other companies can be located. Manufacture Trojan Technologies Inc. will not provide service equipment with third party replacement parts. Existing UV System that is in operation contains third party replacement parts.

4. Explain why other similar professional services, services, construction, or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

No other source is available to perform the service required with third party replacement parts. There are No other quotes that entail savings to purchase the services provided by this sole vendor.

City of Santa Fe, New Mexico

Approvals:
Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: 07/21/2025

Department Approval by:

Jesse Roach, Interim PUD Department Director

Date: 07/21/2025

Pursuant to NMSA 1978, Section 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced vendor were received. ***This Sole Source determination will be valid for the term stated on the first page of this document.***

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: 08/27/2025

City of Santa Fe, NM

RE: Trojan System UV3000 ™

To whom it may concern,

In the Engineered Submittal Package for the Trojan System UV3000™ , Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

For this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, electronic ballasts, wiper components and printed circuitry. Without using these critical replacement parts that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output.

In order to keep the equipment performance guarantee intact, is it recommended that specialized system components be purchased from Trojan. Piedmont Technical Services is a service provider. Trojan purchases only validated system components (lamps, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on to the customer.

Best regards,
TROJAN TECHNOLOGIES

Piedmont Technical Services
Post Office Box 608
Hillsborough, North Carolina 27278

Proposal

Date: **7-1-2025**

Submitted To: Leroy Alvarado
Operations Supervisor
Wastewater Management Division
City of Santa Fe
73 Paseo Real
Santa Fe, NM 87507

Reference: Service Proposal for UV Disinfection System
Recognizing the importance of keeping your system operating most efficiently we recommend and offer four service visits per year at 3-month intervals.
UV Preventative Maintenance Service for City of Santa Fe WWTP – UV3000

This Scope of Work shall include:

- **Verify all UV System components are properly adjusted and installed**
- **Verify integrity of electrical connections to the UV System**
- **Verify communication of each module at the PDC**
- **Provide refresher Operation and Maintenance Training for operators by demonstration while performing this maintenance.**
- **Verify integrity of waterproof seals**
- **Clean UV Modules**
- **Verify operation of lamps and ballasts**
- **Replace defective lamps and ballasts (this does not include complete bank lamp changes; this will require extra time and will need to be determined prior to arrival to allow for the extra time and additional pricing.**
- **Provide a report of all findings, corrective actions and recommendations at each site for each service visit.**

Supply and disposal of all materials such as lubricants, cleaners, fluids, lamps, ballasts, sleeves, circuit boards, fuses, etc. is the responsibility of the customer and must be available at the scheduled time of the service visit.

Annual service proposal price for four service visits: $85,760.00
All Taxes are included in our pricing.

Each Service Visit will be invoiced at $21,440.00 and is payable within 30 days of the invoice.

Any additional work or emergency repairs required that is not defined in this scope will be priced prior to commencement and a PO must be issued by the responsible party.

This offer shall remain in effect for 30 days.

Respectfully Submitted,

Sherri Bos
Piedmont Technical Services
Certified UV Technician

SOLE_SOURCE_determinatin request Piedmont 7.21.2025 1

Final Audit Report 2025-07-21

Created:	2025-07-21
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFxIMYMrx_pjjQgDq9ggUx1_GpOGa16Lt

"SOLE_SOURCE_determinatin request Piedmont 7.21.2025 1" History

Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)
2025-07-21 - 7:25:51 PM GMT- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2025-07-21 - 7:26:56 PM GMT

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2025-07-21 - 7:26:56 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-07-21 - 7:31:20 PM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2025-07-21 - 7:57:18 PM GMT- IP address: 104.47.65.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2025-07-21 - 7:57:43 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-07-21 - 7:57:43 PM GMT

Powered by Adobe Acrobat Sign

MIERA, KRISTY A.

From: LOVATO, JOANN D.
Sent: Friday, August 22, 2025 9:42 AM
To: MIERA, KRISTY A.
Subject: FW: Sole Source #60-M0087-25-CP358 - 30 Days

Here you go!

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: GSD.SPDInfo@state.nm.us <GSD.SPDInfo@state.nm.us>
Sent: Friday, August 22, 2025 12:01 AM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: Sole Source #60-M0087-25-CP358 - 30 Days

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

Your Sole Source #**60-M0087-25-CP358** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does ***not*** mean your contractor can begin work. It ***only*** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

$ASSIGNEDNAME$

$ASSIGNEDEMAIL$

From: ALVARADO, LEROY M.
To: MACALLISTER, LINDA M. (Contractor)
Subject: FW: Determination for Preventative Maintenance service.
Date: Friday, July 11, 2025 8:22:21 AM
Attachments: image001.png
image004.png

Response to determination.

LeRoy Alvarado
Operations Supervisor
Wastewater Management Division
City of Santa Fe
73 Paseo Real
Santa Fe, NM 87507
C: 505-469-5358
O: 505-955-4642
lmalvarado@santafenm.gov
santafenm.gov

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, July 10, 2025 1:45 PM
To: ALVARADO, LEROY M. <lmalvarado@santafenm.gov>; Purchasing DET <purchasing_det@santafenm.gov>
Subject: RE: Determination for Preventative Maintenance service.

Greetings,
Based on the provided scope of work, it has been classified as General Services. This determination is solely focused on that classification and does not address whether the scope of work or procurement method complies with all relevant legal requirements. I reserve the right to modify this determination should the scope of work differ from what was originally submitted. The procurement must follow the processes and procedures established by the City of Santa Fe, Central Purchasing, the Procurement Manual, and applicable state statutes.
Please note:

- Save this email as a PDF and upload it into the corresponding packet and Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673)

(mloehman@horizonsofnewmexico.org) ***if*** this service appears on their approved list.

- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
-IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
-Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
-Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
-Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: bgwilliams@santafenm.gov
-Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - All other requests to purchasing@santafenm.gov

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

Book time to meet with me

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

Vendor Registration Sites and Current Procurement Opportunities:
[Current] https://santafenm.munisselfservice.com/vss/

[Transitioning] https://procurement.opengov.com/portal/santafenm
[Current] https://www.withpavilion.com/
Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

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

---

From: ALVARADO, LEROY M. <lmalvarado@santafenm.gov>
Sent: Thursday, July 10, 2025 5:56 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Determination for Preventative Maintenance service.

The Wastewater Management Division Paseo Real Wastewater Treatment plant (PRWWTP) is requesting a determination for services to trouble shoot and maintain a UV3000 Trojan disinfection system.
This system disinfects the discharge stream prior to leaving the plant. This equipment is critical to stay in compliance and is in operation 24 hours a day year-round.

LeRoy Alvarado
Operations Supervisor
Wastewater Management Division
City of Santa Fe
73 Paseo Real
Santa Fe, NM 87507
C: 505-469-5358
O: 505-955-4642
lmalvarado@santafenm.gov
santafenm.gov


City of Santa Fe
The Oldest Capital City in the United States

Piedmont Technical Services
Post Office Box 608
Hillsborough, North Carolina 27278

Proposal

Date: **7-1-2025**

Submitted To: Leroy Alvarado
Operations Supervisor
Wastewater Management Division
City of Santa Fe
73 Paseo Real
Santa Fe, NM 87507

Reference: Service Proposal for UV Disinfection System
Recognizing the importance of keeping your system operating most efficiently we recommend and offer four service visits per year at 3-month intervals.
UV Preventative Maintenance Service for City of Santa Fe WWTP – UV3000

This Scope of Work shall include:

- **Verify all UV System components are properly adjusted and installed**
- **Verify integrity of electrical connections to the UV System**
- **Verify communication of each module at the PDC**
- **Provide refresher Operation and Maintenance Training for operators by demonstration while performing this maintenance.**
- **Verify integrity of waterproof seals**
- **Clean UV Modules**
- **Verify operation of lamps and ballasts**
- **Replace defective lamps and ballasts (this does not include complete bank lamp changes; this will require extra time and will need to be determined prior to arrival to allow for the extra time and additional pricing.**
- **Provide a report of all findings, corrective actions and recommendations at each site for each service visit.**

Supply and disposal of all materials such as lubricants, cleaners, fluids, lamps, ballasts, sleeves, circuit boards, fuses, etc. is the responsibility of the customer and must be available at the scheduled time of the service visit.

Annual service proposal price for four service visits: $85,760.00
All Taxes are included in our pricing.

Each Service Visit will be invoiced at $21,440.00 and is payable within 30 days of the invoice.

Any additional work or emergency repairs required that is not defined in this scope will be priced prior to commencement and a PO must be issued by the responsible party.

This offer shall remain in effect for 30 days.

Respectfully Submitted,

Sherri Bos
Piedmont Technical Services
Certified UV Technician

Breakdown of Service Cost:

$13,865.82 **Labor**
1,134.18 **Tax**
$15,000.00 Total Labor and Tax
6,440.00 **Travel, Hotel, Car Rental, Per diem**
$21,440.00 Total

Office/Cell: 919-697-0128 Email: PTSWalters@aol.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2025

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

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

PRODUCER MAST & GARRISON, INC. PO BOX 340 BURLINGTON, N.C. 27216	**CONTACT NAME:** MAST & GARRISON, INC. **PHONE (A/C, No, Ext):** 3362264474 **FAX (A/C, No):** 3362264535 **E-MAIL ADDRESS:**
INSURED SHERRI BOS DBA PIEDMONT TECHNICAL SERVICES PO BOX 608 HILLSBOROUGH, N.C. 27278	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** SENTINEL (THE HARTFORD) **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		22SBMBK3996	06/18/2025	06/18/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 1000000 $ 10000 $ 1000000 $ 2000000 $ 2000000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			22SBMBK3996	06/18/2025	06/18/2026	EACH OCCURRENCE AGGREGATE	$ 1000000 $ 1000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED FOR ONGOING OPERATIONS PER WRITTEN CONTRACT WITH INSURED.

CERTIFICATE HOLDER

CITY OF SANTA FE
73 PASEO REAL
SANTA FE, NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Mike Damron

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Piedmont Technical Services
Post Office Box 608
Hillsborough, North Carolina 27278

Proposal

Date: **7-1-2025**

Submitted To: Leroy Alvarado
Operations Supervisor
Wastewater Management Division
City of Santa Fe
73 Paseo Real
Santa Fe, NM 87507

Reference: Service Proposal for UV Disinfection System
Recognizing the importance of keeping your system operating most efficiently we recommend and offer four service visits per year at 3-month intervals.
UV Preventative Maintenance Service for City of Santa Fe WWTP – UV3000

This Scope of Work shall include:

- **Verify all UV System components are properly adjusted and installed**
- **Verify integrity of electrical connections to the UV System**
- **Verify communication of each module at the PDC**
- **Provide refresher Operation and Maintenance Training for operators by demonstration while performing this maintenance.**
- **Verify integrity of waterproof seals**
- **Clean UV Modules**
- **Verify operation of lamps and ballasts**
- **Replace defective lamps and ballasts (this does not include complete bank lamp changes; this will require extra time and will need to be determined prior to arrival to allow for the extra time and additional pricing.**
- **Provide a report of all findings, corrective actions and recommendations at each site for each service visit.**

Supply and disposal of all materials such as lubricants, cleaners, fluids, lamps, ballasts, sleeves, circuit boards, fuses, etc. is the responsibility of the customer and must be available at the scheduled time of the service visit.

Annual service proposal price for four service visits: $85,760.00
All Taxes are included in our pricing.

Each Service Visit will be invoiced at $21,440.00 and is payable within 30 days of the invoice.

Any additional work or emergency repairs required that is not defined in this scope will be priced prior to commencement and a PO must be issued by the responsible party.

This offer shall remain in effect for 30 days.

Respectfully Submitted,

Sherri Bos
Piedmont Technical Services
Certified UV Technician

CM - 550 - Piedmont Technical Services

Final Audit Report 2025-10-07

Created:	2025-09-30
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwdv9BQDPI6_JXo86ngDDmQ7Uk3GfXvby

"CM - 550 - Piedmont Technical Services" History

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2025-07-21 - 8:33:10 PM GMT- IP address: 63.232.20.2

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2025-09-30 - 6:02:03 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-09-30 - 6:05:17 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-09-30 - 6:19:30 PM GMT- IP address: 104.47.65.254

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Signature Date: 2025-09-30 - 6:20:58 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-09-30 - 6:21:01 PM GMT

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2025-09-30 - 7:16:40 PM GMT- IP address: 98.97.118.191

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-09-30 - 9:28:59 PM GMT- IP address: 104.47.65.254

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Signature Date: 2025-09-30 - 9:42:06 PM GMT - Time Source: server- IP address: 73.228.7.52

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-09-30 - 9:42:10 PM GMT

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Signature Date: 2025-10-07 - 6:43:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to ANDREA PHILLIPS (akphillips@santafenm.gov) and Mark Scott (mscott@santafenm.gov) for signature. One of them to sign

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Email viewed by Mark Scott (mscott@santafenm.gov)

2025-10-07 - 11:57:18 PM GMT- IP address: 104.47.65.254

Document e-signed by Mark Scott (mscott@santafenm.gov)

Signature Date: 2025-10-07 - 11:57:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-10-07 - 11:57:42 PM GMT

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Acrobat Sign

Signature: 

Email: xivigil@santafenm.gov

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2026

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

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PRODUCER	CONTACT NAME: MAST & GARRISON, INC.
MAST & GARRISON, INC. PO BOX 340 BURLINGTON, N.C. 27216	PHONE (A/C, No, Ext): 3362264474 FAX (A/C, No): 3362264535 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SENTINEL	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SHERRI BOS
DBA PIEDMONT TECHNICAL SERVICES
PO BOX 608
HILLSBOROUGH, N.C. 27278

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			22SBMBK3996	06/18/2026	06/18/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 1000000 $ 10000 $ 1000000 $ 2000000 $ 2000000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			22SBMK3996	06/18/2026	06/18/2027	EACH OCCURRENCE AGGREGATE	$ 1000000 $ 1000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

CITY OF SANTA FE
73 PASEO REAL
SANTE FE, NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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GB PIEDMONT UV PACKET

Final Audit Report 2026-09-01

Created:	2026-09-01
By:	Linda Macallister (lmmacallister@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ2HaqsjDSo--ENo8Yz6D1Q2L75eIGeWO
Documents:	Purchasing_Memo PIEDMONT.docx (3 pages) PIEDMONT AMEND 1_CoSF - LEGAL SIGNED.pdf (4 pages) 25-0476 Piedmont Technical Services cm signed.pdf (36 pages) COI Piedmont.pdf (1 page)
Number of Documents:	4
Document page count:	44
Number of supporting files:	0
Supporting files page count:	0

"GB PIEDMONT UV PACKET" History

Document digitally presigned by
2025-07-21 - 8:33:10 PM GMT- IP address: 63.232.20.2

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2026-09-01 - 3:43:53 PM GMT- IP address: 63.232.20.2

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2026-09-01 - 3:55:47 PM GMT- IP address: 104.47.64.254

Signer lmalvarado@santafenm.gov entered name at signing as LeRoy Alvarado
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Signature Date: 2026-09-01 - 3:56:52 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

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2026-09-01 - 3:56:58 PM GMT

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Agreement completed.

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← Back to All Requests

UV Preventative Maintenance Service for Santa Fe Wastewater Facility

2027-218-Request

Status:	Amount:	Last Action:
Review	**$350,835.60**	**Approved**

Actions

Step 4 of 6
Procurement Analyst Posting

Waiting For
KM Kristy Miera Procurement Analyst Senior

On Hold | Reject | Approve

Jump To: SOLE SOURCE REQUEST AND DETERMINATION | Purchase Details 1 | Sole Source Assessment | Attachments

SOLE SOURCE REQUEST AND DETERMINATION Edit

Name of Request
UV Preventative Maintenance Service for Santa Fe Wastewater Facility

Created On
09/03/2026

Summary of Request
This is an amendment 1 for Piedmont with increased funds and term for existing sole source. UV Preventative Maintenance Service for UV3000 disinfection system

No Background or Category Codes

Requestor
LA Leroy Alvarado

Approval Group
Wastewater

Creator
LM Linda MacAllister

Desired Delivery Date
09/04/2026

Fiscal Year
FY27

Purchase Details Edit

Total Budget Amount
$350,835.60

Sole Source Assessment Edit

Date of Submission:
09/03/2026

Department Contact:
Linda MacAllister or Leroy Alavarado

Email:

lmalvarado@santafenm.gov

Phone Number
505-469-5958

Quantity of the Goods or Service
4 years

Type of Good or Service
Maintenance and Support

Justification
Sole Vendor

Explain the Purpose/Need of the Purchase
The Paseo Real Wastewater Treatment Plant (WWTP) owns and operates a Trojan UV3000 Disinfection system. This system is used to disinfect the finish water stream prior to it discharging into the Santa Fe River. The system requires highly specialized periodic maintenance which the current WWTP staff cannot perform. This maintenance is critical to ensure that the system continues to stay in operation 24 hours a day year-round. A request for service was requested by the manufacturer Trojan Technologies Inc., they stated because the system was repaired numerous times with third party parts, they would not be able to service our equipment. The WWTP staff located Piedmont Services and was able to use
them the complete major repairs.to keep the system operational we are requesting to continue using Piedmont to complete periodic maintenance.

Conversion:
To Contract

Term of Contract (Sole Source)
4 years

Department Criteria:
The UV3000 Disinfection system is a highly technical system that requires trained personnel to work on It. No other similar disinfection system can be used without making extensive electrical changes or replacing all third-party replacement parts that are in service.

Vendor Name
PIEDMONT TECHNICAL SERVICES

Vendor's Address
PO BOX 608

Assessment of Vendor's Exclusive Qualifications:
The UV system has been repaired numerous time with third party replacement parts. Efforts have been made to locate other service companies but other companies can be located. Manufacture Trojan Technologies Inc. will not provide service equipment with third party replacement parts. Existing UV System that is in operation contains third party replacement parts.

Explanation of Unsuitable Alternatives
No other source is available to perform the service required with third party replacement parts. There are No other quotes that entail savings to purchase the services provided by this sole vendor.

Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126
- There is only one source for the required service, construction, or item of tangible personal property.
- The service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract.
- Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

Place checkmarks to affirm you agree and have included these documents
- The requesting department has verified through Pavilion, internet searches, and other market research that these sources are not available from alternative vendors.
- Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)

- The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.

Attachments Edit

Uploaded Documents

- Sole Source Letter UV3000 City of Santa Fe.pdf
- SOLE_SOURCE_determinatin request Piedmont 7.21 approved by purch.pdf
- 25-0476 Piedmont Technical Services cm signed.pdf
- GB PIEDMONT UV PACKET - int signed.pdf
- City of Santa Fe Service Proposal 2026-29 Labor ^0 Tax Revised 9-8-2026.pdf

Workflow

Edit

Request Submitted

Director
Approved

Director Review
MD Michael Dozier

Approved by Michael Dozier on 9/4/26 at 11:26am

Procurement Analyst Review 1
Approved

CPO Review
Approved

0 of 1 Approvals Needed
Travis Dutton-Leyda
Chief Procurement Officer (CPO)

JL JoAnn D. Lovato Montaño
Procurement Manager

Approved by Travis Dutton-Leyda on 9/10/26 at 3:32pm

4 Procurement Analyst Posting

Waiting for Approval

5 CPO 30 day Review

Not Started

6 Analyst Notification

Not Started

City of Santa Fe, NM

RE: Trojan System UV3000 ™

To whom it may concern,

In the Engineered Submittal Package for the Trojan System UV3000™ , Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

For this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, electronic ballasts, wiper components and printed circuitry. Without using these critical replacement parts that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output.

In order to keep the equipment performance guarantee intact, is it recommended that specialized system components be purchased from Trojan. Piedmont Technical Services is a service provider. Trojan purchases only validated system components (lamps, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on to the customer.

Best regards,
TROJAN TECHNOLOGIES

Piedmont Technical Services
Post Office Box 608
Hillsborough, North Carolina 27278

Proposal

Date: **6-25-2026 revised 8-4-2026, 8-5-2026, 9-8-2026**

Submitted To: Leroy Alvarado
Operations Supervisor
Wastewater Management Division
City of Santa Fe
73 Paseo Real
Santa Fe, NM 87507

Reference: Service Proposal for UV Disinfection System
Recognizing the importance of keeping your system operating most efficiently we recommend and offer four service visits per year at 3-month intervals.
UV Preventative Maintenance Service for City of Santa Fe WWTP – UV3000

This Scope of Work shall include:

- **Verify all UV System components are properly adjusted and installed**
- **Verify integrity of electrical connections to the UV System**
- **Verify communication of each module at the PDC**
- **Provide refresher Operation and Maintenance Training for operators by demonstration while performing this maintenance.**
- **Verify integrity of waterproof seals**
- **Clean UV Modules**
- **Verify operation of lamps and ballasts**
- **Replace defective lamps and ballasts (this does not include complete bank lamp changes; this will require extra time and will need to be determined prior to arrival to allow for the extra time and additional pricing.**
- **Provide a report of all findings, corrective actions and recommendations at each site for each service visit.**

Supply and disposal of all materials such as lubricants, cleaners, fluids, lamps, ballasts, sleeves, circuit boards, fuses, etc. is the responsibility of the customer and must be available at the scheduled time of the service visit.

Service proposal price for four service visits per year for Three Years July 2026 – June 2029: $265,075.60

2026 – 2027 - Contract Total $85,760.00
2026 – 2027 Per visit Breakdown

$13,864.82 **Labor**
1,135.18 **Tax**
$15,000.00 Total Labor and Tax
6,440.00 **Travel, Hotel, Car Rental, Per Diem**
$21,440.00 Total per visit (4 visits per year)

2027 – 2028 - Contract Total $88,332.80
2027 – 2028 Per Visit Breakdown

$14,280.76 **Labor**
1,169.24 **Tax**
$15,450.00 Total Labor and Tax
6,633.20 **Travel, Hotel, Car Rental, Per Diem**
$22,083.20 Total per visit (4 visits per year)

2028 – 2029 - Contract Total $90,982.78
2028 – 2029 Per visit Breakdown

$14,709.18 **Labor**
1,204.31 **Tax**
$15,913.49 Total Labor and Tax
6,832.21 **Travel, Hotel, Car Rental, Per Diem**
$22,745.70 Total per visit (4 visits per year)

Each Service will be invoiced at the time of service

Any additional work or emergency repairs required that is not defined in this scope will be priced prior to commencement and a PO must be issued by the responsible party.

This offer shall remain in effect for 30 days.

Respectfully Submitted,

Sherri Bos
Piedmont Technical Services
Certified UV Technician

Office/Cell: 919-697-0128 Email: PTSWalters@aol.com

Outlook

State of New Mexico: Sole Source #70-M0087-26-CP397 - Posted

From Martinez, Francine, GSD <Francine.Martinez@gsd.nm.gov>
Date Tue 9/15/2026 9:56 AM
To MIERA, KRISTY A. <kamiera@santafenm.gov>

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

Greetings,

Your Sole Source/Emergency Procurement has been published to the SPD website.

Procurement #70-M0087-26-CP397

Click here to view this document on the SPD website.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

SS_UV_System_Posting_Packet (1)

Final Audit Report 2026-09-30

Created:	2026-09-28
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAShqE_1zhYjFYDRsnAHW6AkcTwLVa5A4u
Documents:	RETROACTIVE CITY MANAGER APPROVAL cm signed.pdf (47 pages) SS_UV_System_Posting_Packet (1).pdf (7 pages) 70-M0087-26-CP397_-_Posted_GSD_Email.pdf (1 page)
Number of Documents:	3
Document page count:	55
Number of supporting files:	0
Supporting files page count:	0

"SS_UV_System_Posting_Packet (1)" History

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2025-07-21 - 8:33:10 PM GMT- IP address: 63.232.20.2

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2026-09-28 - 7:14:08 PM GMT- IP address: 63.232.20.2

Document emailed to JUAN VELA (jevela@santafenm.gov) for filling
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Form filled by JUAN VELA (jevela@santafenm.gov)
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