

**SANTA FE COUNTY
SERVICE AGREEMENT WITH
WASTE MANAGEMENT OF NEW MEXICO, INC.
TO PROVIDE SOLID WASTE REMOVAL AND DISPOSAL
FOR THE
SANTA FE COUNTY ADULT DETENTION FACILITY**

THIS AGREEMENT is made and entered into this 17th day of May, 2012 by and between Santa Fe County, a political subdivision of the State of New Mexico, hereinafter referred to as the "County," and Waste Management of New Mexico, Inc., a New Mexico corporation with a principal address located at 402 Industrial Park Loop, Rio Rancho, N.M. 87124, hereinafter referred to as the "Contractor."

WHEREAS, pursuant to NMSA 1978, Sections 13-1-103 through 13-1-110, competitive sealed bids were solicited through Invitation for Bid (IFB) No. 2012-0189-CORR/TRV, for the provision of solid waste removal and disposal services according to specifications issued by the County;

WHEREAS, the County desires to engage the Contractor to provide solid waste removal and disposals services as described in the IFB and the Contractor is willing to render such services;

WHEREAS, the County requires these services and the Contractor is willing to provide the services and both parties wish to enter into this agreement.

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

1. SCOPE OF WORK

A. The Contractor shall provide all labor, materials and equipment to provide solid waste removal and disposal services for the Santa Fe County Adult Detention Facility (SFCADF) as follows:

- 1) Provide either a 30 or 35 cubic yard self-contained trash compactor and all necessary receptacles or containers. Contractor shall be responsible for maintaining the compactor and ensuring that it is functional and leak-proof. Contractor shall immediately replace any trash compactor that is non-functional or that leaks.
- 2) Contractor is responsible for any damage to solid waste containers or compactors damaged during Contractor's solid waste removal and disposal. Contractor shall immediately replace any damaged waste receptacle or compactor at Contractor's expense. The County is not responsible for any damage to the waste containers or compactors that are damages as a result of Contractor's solid waste removal and disposal activities.
- 3) In providing solid waste removal and disposal services, Contractor shall take all steps necessary to protect damage to County property or premises. Any damage to

County property or premises caused by Contractor shall be promptly repaired to the County's satisfaction at the Contractor's expense.

- 4) Contractor shall wash and sanitize waste containers and compactors in compliance with rules of the New Mexico Environmental Improvement Board. Contractor's disposal of solid waste shall comply with all County, city and state rules, ordinances or regulations, including any regulations of the New Mexico Environmental Improvement Board.
- 5) Deliver new or used waste containers and compactors within fifteen (15) days of the effective date of this Agreement. Any used waste containers or compactors must be in good working condition.
- 6) Contractor shall provide emergency solid waste removal and disposal upon request by the County. Upon an emergency request by the County, the Contractor must dispatch a solid waste collection vehicle to provide immediate solid waste removal services. Contractor shall have a bill of lading signed by an authorized employee at the SFCADF at the time of emergency solid waste removal. Under no circumstances may the Contractor remove a waste receptacle without replacing it with an empty receptacle or returned empty the same day.
- 7) If the Contractor utilizes its own landfill, landfill fees shall not increase during the term of this Agreement. If Contractor uses a public landfill, any increase in the landfill fee during the term of this Agreement shall be justified based on actual landfill invoices, receipts or other verifiable documentation.
- 8) Contractor shall correct any nonconforming or defective solid waste removal and disposal service within a 24-hour period of notification by the County. Contractor's failure to cure or correct will be cause for cancellation of this Agreement by the County.

B. Security Clearance and Background Checks.

- 1) Contractor and Contractor's personnel are required to enter restricted and limited access areas of the SFCADF. Contractor and contractor's personnel shall adhere to the SFCADF's daily institutional movement constraints. Contractor shall provide the SFCADF for its approval, a schedule for Contractor's solid waste removal and disposal. Said schedule shall not interfere with the daily operations of the SFCADF or jeopardize the health and safety of all SFCADF employees, inmates or the general public.
- 2) Any security clearances or background checks that may be required for the Contractor and Contractor's personnel by the SFCADF will be completed prior to Contractor's commencement of services under this Agreement.
- 3) Contractor shall notify the SFCADF of any changes in Contractor's personnel who will be entering the SFCADF grounds to perform services and such personnel must complete any security clearance *prior to* performing any services under this Agreement. Contractor failure to obtain security clearances or background checks for Contractor and Contractor's personnel shall be cause for cancellation of this Agreement by the County.
- 4) The County reserves the right to deny the Contractor or any of the Contractor's personnel access to the SFADF property should the Contractor or Contractor's personnel or agents violate any security clearance or background check

requirements.

- 5) The County reserves the right to escort Contractor or Contractor's employees or agents off SFCADF premises at any time should the County deem necessary including inappropriate conduct or actions that jeopardize the safety, security, or well being of the SFCADF. Should any incidents occur, this Agreement may be cancelled immediately. Any violation of law by Contractor or Contractor's employees nor agents while on the SFCADF premises may be prosecuted.

C. SFCADF:

- 1) May request additional solid waste removal and disposal services between Contractors's regularly scheduled service intervals as necessary. Any provision of additional receptacles or compactors by Contractor shall be provided upon the terms and conditions of this Agreement.
- 2) May cancel or reduce Contractor's regularly scheduled services if deemed necessary.
- 3) Will provide the electricity utility necessary for the operation of Contractor's compactor(s) in performing services under this Agreement. Contractor is responsible for providing all other utilities necessary to perform the services under this Agreement.
- 4) Has an existing site established for the location of solid waste and trash containers and compactors at the SFCADF. Should the Contractor request or require any modification to the existing site, Contractor shall perform any approved modifications at Contractor's expense. Any modification must meet or exceed all environmental rules and regulations of the US Environmental Protection Agency.

2. COMPENSATION AND INVOICING

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

- 1) The total amount payable to Contractor under this Agreement, exclusive of gross receipts tax shall not exceed \$120,000. Any New Mexico gross receipts tax levied on the amount payable under this Agreement shall be paid by the County to the Contractor.
- 2) This amount is a maximum and not a guarantee that the services to be performed by Contractor under this Agreement shall equal the amount stated herein. County will notify Contractor if and when County has paid Contractor the full not-to-exceed amount state above prior to the expiration of the term of this Agreement. Absent an approved amendment to this contract's not-to-exceed amount, Contractor will not be compensated in excess of the not-to exceed amount stated above for services performed.
- 3) County shall pay Contractor at least once a month at the following hourly rates/cost schedule for services performed: See attached EXHIBIT A.

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

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and terminate two (2) years later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations) of this Agreement. The County has the option to extend this Agreement at the same prices, terms and conditions for a period of two (2) years in one (1) year increments upon approval of the Santa Fe County Manager. The County may exercise this option by submitting a written notice to the Contractor that the Agreement will be extended an additional year. The notice must be submitted to the Contractor at least sixty (60) days prior to expiration of the initial Agreement.

4. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Paragraph 1.A and B. (Scope of Work) shall be completed in full to the satisfaction of the County for the amount set forth in Section 2 (Compensation) 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.

5. 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 thirty (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 thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (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 fifteen (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.
- C. The County reserves the right to terminate this Agreement immediately if the County determines that there is or has been inappropriate behavior by the Contractor, its employees or agents in the performance of services under this Agreement.

6. 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

7. INDEPENDENT CONTRACTOR

The Contractor, its employees and agents 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 the 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.

8. 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.

9. 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.

10. PERSONNEL

A. All services 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 license or otherwise authorized or permitted under federal, state, and local law to perform such services.

11. 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.

12. 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 prior written approval of the County

13. PUBLICATION, REPRODUCTION AND USE OF MATERIAL; COPYRIGHT

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 by Contractor, including any work which may be subject to copyright under or pursuant to this Agreement.

14. 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.

15. 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. No change in the Scope of Work, Contract Time or Contract Sum shall be valid and effective unless approved by the Santa Fe Board of County Commissioners or the Santa Fe County Manager.

16. 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.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Section 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.

18. EQUAL OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal 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.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligation hereunder, the Contractor shall comply with all applicable laws, County ordinances, and SFCADF policies or regulations required by this Agreement.

- 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. The Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the State District Court of New Mexico, located in Santa Fe, New Mexico.

20. 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 three (3) 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 (6) 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.

21. 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 warranties 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.

22. 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.

23. NOTICES

All notices required to be given to the County under this Agreement shall be mailed (pre-postage paid) to:

Santa Fe County
102 Grant Avenue / P.O. Box 276
Santa Fe, NM 87504-0276

All notices required to be given to the Contractor under this Agreement shall be mailed (pre-postage paid) to:

Waste Management of New Mexico, Inc.
P.O. Box 15700
Rio Rancho, NM 87174

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. It is a corporation duly organized and in good standing under the laws of the State of New Mexico.
- B. 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.
- C. This Agreement and the Contractor's obligations hereunder do not conflict with the Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.
- D. It will maintain throughout the life of this Agreement, its registration, licensure to conduct business in the State of New Mexico, and its status of "good standing" with the New Mexico Public Regulation Commission.

25. FACSIMILE SIGNATURES

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

26. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2 (Compensation), of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

27. NO THIRD-PARTY BENEFICIARIES

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

28. 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 \$1,050,000 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.

29. PERMITS, FEES, AND LICENSES

The 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.

30. NEW MEXICO TORT CLAIMS ACT

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

31. 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.

32. APPOINTMENT OF AGENCY FOR SERVICE OF PROCESS

Contractor hereby irrevocable appoints, Ct Corporation System, a New Mexico resident company located at 123 E. Marcy St., Santa Fe, N.M. 87501, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement maybe served The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the State of New Mexico.

33. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

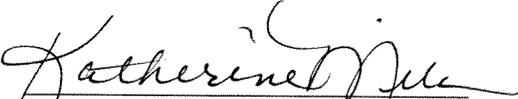
- C. In performing its obligation hereunder, the Contractor shall comply with all applicable laws, County ordinances, and SFCADF policies or regulations required by this Agreement.
- D. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the State District Court of New Mexico, located in Santa Fe, New Mexico.

33. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNITY, RECORDS AND INSPECTION, RELEASE, CONFIDENTIALITY, COPYRIGHT, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW, NO THIRD-PARTY BENEFICIARIES, NEW MEXICO TORT CLAIMS ACT, INSURANCE, WARRANTIES, AND SURVIVAL.

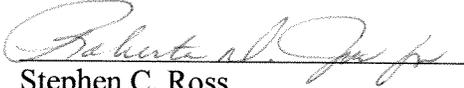
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY


Katherine Miller, Manager
Santa Fe County

5.17.12
Date:

APPROVED AS TO FORM


Stephen C. Ross
Santa Fe County Attorney

May 2, 2012
Date

FINANCE DEPARTMENT


Teresa C. Martinez
Santa Fe County Finance Director

5/8/12
Date

CONTRACTOR

(Signature)

Date

(Print name and title)

FEDERAL IDENTIFICATION NUMBER: _____

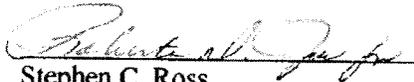
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY

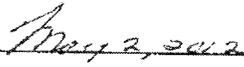
Katherine Miller, Manager
Santa Fe County

Date:

APPROVED AS TO FORM



Stephen C. Ross
Santa Fe County Attorney



Date

FINANCE DEPARTMENT

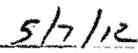
Teresa C. Martinez
Santa Fe County Finance Director

Date

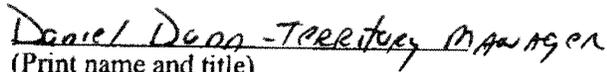
CONTRACTOR



(Signature)



Date



(Print name and title)

FEDERAL IDENTIFICATION NUMBER: 85-0229020

EXHIBIT A

BID SHEET

**IFB # 2012-0189-CORR/TRV
SOLID WASTE REMOVAL & DISPOSAL SERVICES**

Please offer your best price for all (products/services/facilities) listed below. **Bidders shall complete the following bid sheet in full.** Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until 10:00 am on the bid due date specified.

Offeror's Organization Name: Waste Management of New Mexico, Inc.

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

- Primary Contact: Daniel Dunn Phone: (505) 891-6564

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

- Caja del Rio Landfill, Santa Fe, NM

Item	Unit	Article and Description Compactor and Service	Service Schedule	Rate (per container)
1	Week	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	\$ 210.00/haul plus \$37.50/ton disposal
2	Week	Weekly rate charge (per compactor) to include usage of a minimum of a 35 cu. yd. stationary trash compactor and removal and disposal of solid waste	Once a Week	\$ _____
3	Week	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	\$ 150.00/haul plus \$37.50/ton disposal
4	Week	Weekly rate charge (per container) to include usage of a minimum of a 35 cu. yd. open top roll-off container and removal and disposal of solid waste	Once a Week	\$ _____

5	Load	Charge per load to include usage of a minimum of a 30 cu. yd. open top roll-off container and removal and disposal of solid waste for special projects as requested by the Adult Detention Facility	As Needed	\$ 150.00/haul plus \$37.50/ton disposal
6	Load	Charge per load to include usage of a minimum of a 35 cu. yd. open top roll-off container and removal and disposal of solid waste for special projects as requested by the Adult Detention Facility	As Needed	\$ _____

Bidder's Name: Daniel Dunn

Title: Territory Manager

Bidder's Phone: 505-891-6564 Fax #: 505-892-2587