APPENDIX D-4

Beneficiary Eligible Mitigation Action Certification



San Juan County Public Works Vehicle Replacement # NM-VW-22-03

#### BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary <u>State of New Mexico</u>

Lead Agency Authorized to Act on Behalf of the Beneficiary New Mexico Environment Department

(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)

Action Title:	San Juan County Public Works Vehicle Replacement
Beneficiary's Project ID:	NM-VW-22-03
Funding Request No.	(sequential) 035
Request Type:	⊠Reimbursement
(Select one or more)	□Other (specify):
Payment to be made to:	□Beneficiary
(Select one or more)	☑Other (specify): San Juan County Public Works
Funding Request & Direction	☑Attached to this Certification
(Attachment A)	☐To be Provided Separately

### **SUMMARY**

Eligible Mitigation Action ☑ Appendix D-2 item (specify): Eligible Mitigation Action 1. Class 8 Local Freight					
Trucks and Port Drayage Trucks (Eligible Large Trucks)					
Action Type	☐Item 10 – DERA Option (5.2.12) (specify and attach DERA Proposal)				

### **Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):**

The Beneficiary Mitigation Plan's overarching goal is to protect New Mexico's environment and the health of our citizens. The Trust allows the State the opportunity to offset (mitigate) the impact of excess nitrogen oxide ( $NO_x$ ) emissions associated with the affected vehicles registered within New Mexico. The reduction of  $NO_x$  from mobile sources achieves the intended use of Trust funds by preventing the deterioration of air quality, ensuring the health and safety of the inhabitants of the state, and promoting visibility improvement within New Mexico. Implementation of diesel  $NO_x$  reduction projects using Trust funds will have immediate and long-lasting benefits. The proposed project will reduce emissions of  $NO_x$ , focusing on the most costeffective vehicles that maximize emission reductions.

### Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):

San Juan County Public Works received funding to replace one International 2009 Model Year (MY), dieselfueled dump truck / snowplow with a cleaner diesel 2024 MY Kenworth T880 Dump Truck and body. The replacement truck will be employed in the daily, on-going maintenance of 740 miles of local county roads. In carrying out this work, the replacement vehicle will be driven on State highways, county roads and other roads passing through the cities within the County. While the County does not have ongoing maintenance within the boundaries of the Navajo Nation, the County occasionally completes roadway projects within the Navajo Nation and continually works adjacent to the Navajo Nation's boundaries. San Juan County has been determined to be within the 95% of the ozone standard by the New Mexico Environment Department based on readings at monitors at various locations in the County. The ozone standard is currently 0.070 ppm. 95% of the standard is 0.0665 ppm. The average readings from March 2021 to March 2022 at San Juan Substation were 0.032 ppm; at Bloomfield were 0.022 ppm; and at Navajo Lake were 0.044 ppm.

### Estimate of Anticipated NO<sub>X</sub> Reductions (5.2.3):

The total lifetime  $NO_X$  reduction for this project is estimated to be 0.40 tons.

## Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):

The New Mexico Environment Department Administrative Services Division is the governmental entity responsible for reviewing and auditing expenditures of EMA funds to ensure compliance.

### Describe how the Beneficiary will make documentation publicly available (5.2.7.2):

The New Mexico Environment Department has created a public website, <a href="https://www.env.nm.gov/vw-settlement/">https://www.env.nm.gov/vw-settlement/</a> for information relating to the Trust, the VW Partial Consent Trust Decrees, New Mexico's Beneficiary Mitigation Plan, and project implementation information. To provide transparency and accountability, the NMED will post information on its website.

### Describe any cost share requirement to be placed on each NO<sub>X</sub> source proposed to be mitigated (5.2.8):

The total project cost is Two Hundred Eighty-Two Thousand Eight Hundred Seventy-One dollars (\$282,871.00). The County of San Juan was awarded Trust funding in the amount of Two Hundred Eighty-Two Thousand Four Hundred Seventy-Six dollars and Seventy cents (\$282,476.70), leaving Three Hundred Ninety-Four dollars and Thirty cents (\$394.30) as their cost share.

## Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9):

On February 27, 2018, NMED sent notice to the U.S. Department of the Interior and the U.S. Department of Agriculture using the contact information provided in subparagraph 4.2.8.

## If applicable, describe how the mitigation action will mitigate the impacts of $NO_X$ emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10):

The VW Mitigation Trust funds have afforded the State the opportunity to advance environmental justice goals. New Mexico's Draft Mitigation Plan expresses a commitment to prioritizing projects that benefit those communities most impacted by poor air quality. Historically, minorities and those living below the poverty level have borne a disproportionate share of air pollution, including emissions associated with non-road and on-road heavy-duty diesel-fueled vehicles. The project area covers the whole of San Juan County, New Mexico. The population from 2015-2019 was 126,515, including 18,029 people (14%), age 65 or older. Public Works maintains parking lots and adjacent roads for two Senior Centers within the County. 34,030 people (27%) were aged 0 - 17. Five schools in the Kirtland area are situated on County Roads (CR 6100, 6400, 6446, 6575 and 6580). 11,004 (26%) people earn \$25,000 or less per year, and 78,195 (62 %) people are people of color. This is attributed in part to the Navajo Nation comprising a significant area of the County. The County regularly works adjacent to the Navajo Nation's boundaries, and occasionally completed projects with the Navajo Nation through intergovernmental agreements. The County also maintains many roads in the area of Tribal Allotment land In the southern portion of the County.

### **ATTACHMENTS**

### (CHECK BOX IF ATTACHED)

Budget and Implementation and Expenditures Timeline (5.2.4).  □ Attachment C Detailed Plan for Reporting on Eligible Mitigation Action Implementation  □ Attachment D Detailed cost estimates from selected or potential vendors for proposed expenditure exceeding \$25,000 (5.26).  □ Attachment E DERA Option (5.2.12). [Attach only if using DERA option.]	$\boxtimes$	Attachment A	Funding Request and Direction.
Implementation  ☐ Attachment D Detailed cost estimates from selected or potential vendors for proposed expenditure exceeding \$25,000 (5.26).  ☐ Attachment E DERA Option (5.2.12). [Attach only if using DERA option.]  ☐ Attachment F Attachment specifying amount of requested funding to be deb		Attachment B	Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
proposed expenditure exceeding \$25,000 (5.26).  ☐ Attachment E DERA Option (5.2.12). [Attach only if using DERA option.]  ☐ Attachment F Attachment specifying amount of requested funding to be deb		Attachment C	
☐ Attachment F Attachment specifying amount of requested funding to be deb		Attachment D	Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.26).
. , ,		Attachment E	DERA Option (5.2.12). [Attach only if using DERA option.]
		Attachment F	Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13).

### **CERTIFICATIONS**

By submitting this application, the Lead Agency makes the following certifications:

- This application is submitted on behalf of Beneficiary the State of New Mexico, and the person
  executing this certification has authority to make this certification on behalf of the Lead Agency and
  Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
- 2. Beneficiary requests and directs that the Trustee make payments described in this application and Attachment A to this Form.
- 3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
- 4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
- 5. Beneficiary will maintain and make publicly available all documentation submitted in support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED: 5/7/2024

Kirby Olson
Kirby Olson

Planning Section Chief, Air Quality Bureau

**New Mexico Environment Department** 

For

State of New Mexico

# ATTACHMENT B PROJECT MANAGEMENT PLAN PROJECT SCHEDULE AND MILESTONES

Milestone	Date
Lead Agency Provides Notice of Availability of Mitigation Action Funds	12/3/2021
Pre-application meetings with applicants	3/1/22
Project Sponsor Submits Proposal to Lead Agency	3/14/2022
Lead Agency Provides Written Approval of Project Sponsor's Proposal	7/8/2022
Project agreements signed.	10/4/22
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	NA
Trustee Acknowledges Receipt of Project Certification and Funding Direction	Q2 2024
Trustee Allocates Share of State Funds for Approved Project	Q2 2024
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	10/4/2022
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Start	10/4/2022
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Complete	Q2 2024
Project Installations(s) – Start	10/4/2022
Project Installations(s) – Complete	Q2 2024
Project Sponsor provides detailed invoices for all claimed project costs,	5/2/2024
documentation for emission reduction estimates, required certification documents to	
Lead Agency to support direction to Trustee for Payment (Reimbursement, Direct-to-	
Vendor) or final accounting (Forward Funded Projects)	
Lead Agency completes review and certifies payment direction to Trustee	Q2 2024
(Reimbursement)	
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded,	Q2 2024
Reimbursement)	
Lead Agency Reports Project Completion	Q2 2024

### **PROJECT BUDGET**

Period of Performance: 10/18/22 – 6/30/2025									
Budget Category	Total Approved Budget	Share of Total Budget Funded by the Trust	Cost-Share, if applicable (Entity #1)	Cost-Share, if applicable (Entity #2)					
1. Equipment Expenditure	\$282,871.00	\$ 282,476.70	\$394.30	\$0					
2. Contractor Support	\$0	\$0	\$0	\$0					
3. Subrecipient Support	\$0	\$0	\$0	\$0					
4. Administrative <sup>1</sup>	\$0	\$0	\$0	\$0					
Project Totals	\$ 282,871.00	\$ 282,476.70	\$394.30	\$0					
Percentage	100%	99.9%	0.1%	0%					

<sup>&</sup>lt;sup>1</sup>Subject to Appendix D-2 15% administrative cap.

# ATTACHMENT C DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION IMPLEMENTATION

The New Mexico Environment Department (NMED), as the lead agency for the State of New Mexico for implementing the Volkswagen Environmental Mitigation Settlement Plan, has established a webpage for the Settlement and mitigations actions, <a href="www.env.nm.gov/vw-settlement/">www.env.nm.gov/vw-settlement/</a>. NMED will post documents and links as required under Paragraph 7 of Appendix D-3 Certification for Beneficiary Status form. NMED is subject to the Open Meetings Act, which provides the statutory guidelines for conducting public meetings and the Inspection of Public Records Act, which is a New Mexico state law that provides the public and media access to public information.

For the initial round of funding, NMED solicited, through a competitive process, public and private entities for funding opportunities. Projects were selected through a scored application using an identified scoring criterion. The records of selected projects will be posted and made available on the NMED VW Settlement webpage. The public website was created specifically to provide information related to the Trust, the VW Partial Consent Decrees, and accountability. NMED will post timely updates on the following:

- General information on the Trust and Consent Decrees
- The State's final Beneficiary Plan
- All public records supporting funding requests the NMED submits to the Trust
- All public records supporting all expenditures of the Trust Fund
- NMED contact information

After the initial round of funding, NMED will periodically evaluate the implementation of the State's Beneficiary Mitigation Plan (BMP) and associated Eligible Mitigation Actions and will determine whether any revisions to the BMP and funding levels need to be reevaluated. If revisions to the BMP are warranted, NMED will seek public input on BMP revisions with a minimum of a 30-day public comment period.

In addition, the State will also comply with the reporting obligations listed in the Environmental Mitigation Trust Agreement for State Beneficiaries in Subparagraph 5.3.

# ATTACHMENT D DETAILED COST ESTIMATE FROM SELECTED OR POTENTIAL VENDORS FOR EACH PROPOSED EXPENDITURE EXCEEDING \$25,000 (5.2.6)

See attached invoices.

John T. Beckstead Chairman

Terri Fortner Chairman Pro-Tem

GloJean Todacheene Member

> Gary McDaniel Member

Steve Lanier Member SAN PUAN
COUNTY
NEW MEXICO
SINCE 1887

COUNTY
NEW MEXICO
SINCE 1887

100 South Oliver Drive

Mike Stark

County Manager

Steven Saavedra

Deputy County Manager

Aztec, New Mexico 87410 Phone: (505) 334-9481 Fax: (505) 334-3168

www.SJCounty.net

May 1, 2024

Mr. Neal Butt
New Mexico Environment Department
PO Box 1149
525 Camino de los Marquez, Suite #1
Santa Fe, NM 87505
Neal.Butt@env.nm.gov

Re: NM-VW-22-03 Reimbursement Request

Dear Mr. Butt,

In accordance with Article 9 of the Project Agreement for award NM-VW-22-03, San Juan County is requesting reimbursement of the full grant amount of two hundred eighty-two thousand, four hundred seventy-six and 70/100 dollars (\$282,476.70) for the purchase of a new Kenworth T880 Dump Truck and Body. The 2008 International vehicle has been scrapped in accordance with the Project Agreement. Attached to this request are the following documents:

- CES Price Agreement 2020-31B-C112-All (abridged)
- Inland Kenworth Quote per CES Price Agreement
- San Juan County Purchase Order 2231202
- Invoices 75590T & 75590B
- Checks 633847 & 635832
- Certificate of Vehicle/Engine Scrappage
- Photos of Scrapped Vehicle/Engine as required by the Project Agreement
- Photos of Replacement Vehicle/VIN

On behalf of San Juan County, thank you in advance for your assistance in processing this request.

Very truly yours,

Mike Stark

County Manager



### **Contract Award Letter**

July 17, 2020

Mike Schreiber Inland Kenworth US Inc. 7711 Fortuna Rd NW Albuquerque, NM87121

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31B for CES Contract # 2020-31B-C112-ALL - Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31B solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

**David Chavez** 

Executive Director Ofc: 505.344.5470 Fax: 505.344.9343

## ACCEPTANCE OF PROPOSAL AND CONTRACT AWARD

CES RFP NUMBER: 2020-31B

RFP DESCRIPTION: Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

CES CONTRACT NUMBER: 2020-31B-C112-ALL

### CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 4216 Balloon Park Rd. NE, Albuquerque, New Mexico 87109 effective this 7/17/2020, to Inland Kenworth US Inc., with its principal office located at 7711 Fortuna Rd NW, Albuquerque, NM 87121 pursuant to the above referenced CES conducted Request for Proposal ("RFP"), or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

### **RECITALS**

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

### **CONTRACT TERMS**

- 1. The contract term shall be for four (4) calendar years from the effective contract award date 7/17/2020 through 7/16/2024. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.
- 2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.
- 3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.
- 4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.
- 5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.
- **6.** To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder
- 7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the

Agreed effective the above date:

RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

- **8.** Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.
  - **9.** The Recitals are incorporated herein as contract terms.

Cooperative Educational Services	Inland Kenworth US Inc.
David Chavez	Mike Schreiber
Printed Name	Printed Name
By: Danie) Chang	By:  Docusigned by:  Mike Schriber
,	Government Truck Sales
Title: Executive Director	Title:

# ATTACHMENT A TO CONTRACT 2020-31B-C112-ALL ACCEPTANCE OF PROPOSAL AND CONTRACT AWARD

### SCOPE OF WORK AND SPECIFICATIONS

CES is seeking qualified contractor(s) in the State of New Mexico to provide a variety of Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services for a firm, fixed price as described in solicitation CES RFP 2020-31B, or other pricing methodologies identified herein. The Contractor will furnish and provide any and all documentation, labor, materials and equipment needed to perform and complete the scope of work stated for each individual project requested under CES RFP2020-31B

\*Omissions in CES RFP 2020-31B for Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services of any provision therein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment, product, materials or services.

# ATTACHMENT B TO CONTRACT 2020-31B-C112-ALL ACCEPTANCE OF PROPOSAL AND CONTRACT AWARD

### **PRICING**

- A. CES Members and Participating Entities will pay Contractor for Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services rendered at the rates set forth as part of Attachment B and all other pricing documentation approved by CES.
- B. **New Technology and Products:** New products or related services announced by the manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other products. Contractors may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any new product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

RFP # 2020-31B Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

## LINE ITEM MARKET BASKET REVISED 6/15/2020

Company Name		Vehicle Manufacturer		Kenworth Truck Company			Pricing Must Include the CES 1.25% Administration Fee			
Company Name	Inland Kenworth US, Inc.									
Product Name	Product Description	Unit of Measure	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
	Offeror's Support for CES Pricing, Percent of difference between CES Price and individual entity price.	%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
IAlternative Costing O/P	Alternative Methods of Costing - percent of overhead/markup and profit added to cost	%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%
Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
	Percent of Discount off Printed/Published Price Sheets	%								
GVRW of 14,001-16,000 lbs.	Percent of Discount off Printed/Published Price Sheets	%								
GVRW of 16,001–19,500 lbs.	Percent of Discount off Printed/Published Price Sheets	%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
GVRW of 19,501–26,000 lbs.	Percent of Discount off Printed/Published Price Sheets	%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
GVRW of 26,001–33,000 lbs.	Percent of Discount off Printed/Published Price Sheets	%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
GVRW of 33,001 lbs.	Percent of Discount off Printed/Published Price Sheets	%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Dump Body	Percent of Discount off Printed/Published Price Sheets	%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Trash Truck Front Loaders Body	Percent of Discount off Printed/Published Price Sheets	%								
Trash Truck Rear Loaders Body	Percent of Discount off Printed/Published Price Sheets	%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Trash Truck Side Loaders Body	Percent of Discount off Printed/Published Price Sheets	%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Percent of Discount off Printed/Published Price Sheets	%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Low Cab Forward Box Body	Percent of Discount off Printed/Published Price Sheets	%								
Grapple Truck Body	Percent of Discount off Printed/Published Price Sheets	%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
MISC Bodies	Percent of Discount off Printed/Published Price Sheets	%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Utility Beas	Percent of Discount off Printed/Published Price Sheets	%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Optional equipment	Percent of Discount off Printed/Published Price Sheets	%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%

RFP # 2020-31B Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

## LINE ITEM MARKET BASKET REVISED 6/15/2020

Company Name	Inland Kenworth US, Inc.		_	icle acturer	Kenwo	orth Truck Co	mpany		Administra	
Product Name	Product Description	Unit of Measure	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Hourly Rates for Installation of Accessories and Equipment	Hourly Rate	\$	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00
Hourly Rates for Paint and Body Services	Hourly Rate	\$	\$146.00	\$146.00	\$146.00	\$146.00	\$146.00	\$146.00	\$146.00	\$146.00
Hourly Service Rates for Maintenance and Repairs	Hourly Rate	\$	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00
DOT Inspections	Hourly Rate	\$	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00
Training for Drivers	Hourly Rate	\$	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00
Training for Maintenance Personnel	Hourly Rate	\$	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00
Replacement Parts, Materials and Supplies	Percent of Discount off Printed/Published Price Sheets	%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Maintenance Service Plans	Percent of Discount off Printed/Published Price Sheets	%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Extended Warranty	Percent of Discount off Printed/Published Price Sheets	%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Vehicle Delivery Cost	Cost per mile from Dealer to CES Member	\$	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
Emergency Road Side Service	Hourly Rate	\$								
Emergency Road Side Service	Cost per mile	\$								
Used Vehicle Purchase Options - Wholesale Blue Book Option	Dealer discount not to exceed a maximum of XX.XX%	%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Used Vehicle Trade-in or Purchase Option	Dealer markup not to exceed a maximum of XX.XX%	%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%

**Cooperative Educational Services** 

RFP 2020-31B Offeror Name: Inland Kenworth US Inc

Price Listing for Manufacturers, Suppliers, Distributors

This is the "PRICING FORMAT CES ENCOURAGES AN OFFEROR TO USE". Offeror can create a format that is similar in nature to this file format. Enter information in shaded areas only. Please Do Not Add, Edit or Change Columns or Column Titles. You may add additional rows and worksheets as needed.

			•	Yes	No		
Proposer Name	:	Inland Kenworth US, Inc.	All Regions? If "NO" complete a Price List for each Region	х			
Equipment/Product	Published Cost/Price	Manufacturer/Supplier/Distributor Par Number	t Product Description	Published Price	CES Percent Discount	CES Price	Volume Discount YES, NO, N/A
Kenworth T270 Class 6 Med. Duty Truck	Custom Built	T270	26K GVWR Non-CDL, for reefers, 5-yard dumps, etc.	\$77,806.00	2.00%	\$76,250.00	Yes
(Also see corresponding T270 options list			(Also see separately attached T270 full product specs			\$0.00	
in Other Docs or Attachments)			and product brochure in Other Docs or Attachments)			\$0.00	
						\$0.00	
Kenworth T370 Class 7 Med. Duty Truck	Custom Built	T370	33 - 60K GVWR Truck for dump, water, flatbed, etc.	\$86,678.00	2.00%	\$84,944.00	Yes
(Also see corresponding T370 options list			(Also see separately attached T370 full product specs			\$0.00	
in Other Docs or Attachments)			and product brochure in Other Docs or Attachments)			\$0.00	
						\$0.00	
Kenworth T470 Class 7 Med. Duty Truck	Custom Built	T470	37K GVWR Truck for snowplow, dump or water tank	\$102,300.00	2.00%	\$100,254.00	
(Also see corresponding T470 options list			(Also see separately attached T470 full product specs			\$0.00	
in Other Docs or Attachments)			and product brochure in Other Docs or Attachments)			\$0.00	
						\$0.00	
Kenworth T880 Cl 8 Heavy Duty Tractor	Custom Built	T880	53 - 66K GVWR Tractor for lowboy, end & belly dump	\$126,496.00	2.00%	\$123,966.00	Yes
(Also see corresponding T880 options list			(Also see separately attached T880 full product specs			\$0.00	
for this application in Other Docs or			and product brochure in Other Docs or Attachments)			\$0.00	
Attachments)						\$0.00	
Kenworth T880 Class 8 Heavy Duty Truck	Custom Built	T880	54 - 60K GVWR Truck for hook lift, dump or water tank	\$130,339.00	2.00%	\$127,732.00	Yes
(Also see corresponding T880 options list			(Also see separately attached T880 full product specs			\$0.00	
for this application in Other Docs or			and product brochure in Other Docs or Attachments)			\$0.00	
Attachments)						\$0.00	
Kenworth T880 Class 8 Heavy Duty Truck	Custom Built	T880	66K GVWR Truck for roll off body, heavy axles	\$137,701.00	2.00%	\$134,947.00	Yes
(Also see corresponding T880 options list			(Also see separately attached T880 full product specs	Ţ==:,: <b>0=:00</b>		\$0.00	
for this application in Other Docs or			and product brochure in Other Docs or Attachments)			\$0.00	
Attachments)						\$0.00	



# CES/Inland Kenworth T880 58K GVW Dump Body & Hydraulics only for Snowplow & Spreader

### Following Inland Kenworth CES contract # 2020-31B-C112-ALL

**Quote for Steve – San Juan County – August 4, 2022** 

Quote for Steve – San Juan County – August 4, 2	UZZ
<ul> <li>Base Price</li> <li>Base Specs: Cummins X15/485 HP engine, Ear Automated 10-speed trans., 14K &amp; 40K cap fr &amp; rear axles, Hendrickson 40K vocational Haulmaax susp., 11R22.5 rear tires/teel when 100-gallon fuel cap., plus/minus options belo</li> <li>Engine: PACCAR MX13 485 HP/1650 Ded</li> <li>Transmission: Allison automatic ILO Eaton</li> <li>Front Axle: 18K capacity in lieu of 14K</li> </ul>	\$180,632 iton ont els, w. <\$1412> \$11,639 \$3038
<ul> <li>Rear Engine PTO</li> <li>Suspension: Chalmers ILO Hendrickson</li> <li>Additional fuel tank up to 120 gallons</li> <li>Extended Warranty: Base vehicle non-engine /after treatment for 5 years/200,000 miles</li> <li>Extended Warranty: Engine &amp; after treatment</li> </ul>	\$2539 \$332 \$1571 \$2500
<ul> <li>5 years/200,000 miles Premium Protection</li> <li>1.5% CES discount on options &amp; warranties</li> <li>Misc dealer and factory discount</li> <li>Sub-Total CES Pricing Cab &amp; Chassis</li> <li>Construction Truck Equipment 10-YD dump</li> </ul>	\$4205 <\$388> <\$1,000> <u>\$203,656</u>
body, central hydraulics, tarp, 35-ton pintle hitch, toolbox, strobe lights, snowplow hitch only w/fold-down lift arm, plumbing & wiring accommodate a plow & 10-YD materials spreamed ces contract # 2020-31C-105-ALL	
(CES discount – pass through at no additional cost per CES contract for bodies	\$0.00)
Total cost for (1) complete roll off truck	<u>\$282,871</u>



Fiscal Year 2023

The purchase order number must appear on all invoices, packing slips, and correspondence.

Purchase Order # 2231202

Page: 1 of: 1

Delivery must be made within doors of specified destination.

INLAND KENWORTH US INC 3924 BLOOMFIELD HIGHWAY FARMINGTON, NM 87401

Email: <u>DEASLEY@INLAND-GROUP.COM</u>

Fax: 505-213-0216

VENDOR

В

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FINANCE OFFICE

100 SOUTH OLIVER DRIVE

AZTEC, NM 87410

Email: accountspayable@sjcounty.net

Phone: 505-334-4265 Fax: 505-334-1633 PUBLIC WORKS

Ю

305 SOUTH OLIVER DRIVE

AZTEC, NM 87410

Email: accountspayable@sjcounty.net

Phone: 505-334-4520

					L					
Vendor Phon	Vendor Phone Number				Vendor Email Address					
505-327	-0200	505	-213-0216		1231721		DEAS	LEY@II	NLAND-GROUP	P.COM
Date Ordered	Vendor Nu	ımber	Date Require	:d	Days to	Net			Department/L	ocation
11/08/2022	1011	4			30				PUBLIC WO	ORKS
Item#		De	scription/Part	No			QTY	UOM	Unit Price	Extended Price
VENDO	PURSUANT TO CES AGREEMENT 2020-31B-C112-ALL AND VENDOR QUOTE DATED 8/4/2022,			5	1.0		\$282,871.00	\$282,871.00		
PURCH	1ASE (1) T8	80 58K	GVW DUMP	TRU	CK \$203,656					
EQUIP	10 YD DUMP BODY FROM CONSTRUCTION TRUCK EQUIPMENT PER CES CONTRACT 2020-31B-C105-ALL \$79,215									
GL Acc	GL Account: 316.7.50.800.58600 \$395.00			5.00						
GL Account: 218.1.58.110.57201 \$282,476.00				6.00						
JAIME	R CONTACT JONES <u>Dsjcounty.ne</u> 4-4548		rmation:							
Please	e-mail buye	r to con	firm receipt o	f this	purchase order.					

**VENDOR COPY** 

### INSTRUCTIONS TO THE VENDOR:

- 1. To receive payment, the order must be complete. No partial payments will be made.
- This order is governed by San Juan County's Standard Terms and Conditions located at <a href="https://www.sjcounty.net/government/central-purchasing/sjc-terms-and-conditions">https://www.sjcounty.net/government/central-purchasing/sjc-terms-and-conditions</a>, and incorporated herein. In addition, the order is subject to any additional or special terms and conditions if referenced or attached.
- San Juan County is exempt from payment of gross receipts tax on materials, but is subject to such tax on services, including construction projects as defined in NMSA 1978, Sec 7-9-4.3 (K) (2002).

Chief Procurement Officer
Diana Chapman,CPO

PO Total \$282,871.00



3924 Bloomfield Hwy (505) 327-0200

Farmington, NM 87401 Fax (505) 327-1692

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( ,t	51	AL.	.(,)	NO.

•	San Juan County
	100 S. Oliver St.
	Aztec, NM, 87410

San Juan County PO # 2231202

BRANCH 48-Farmington

DATE

September 29, 2023

INVOICE NO.

75590T

TO INVOICE YOU FOR THE FOLLOWING:	
(1) 2024 Kenworth T880	
SERIAL # 1NKZLP0X9RJ320184	
SALES PRICE:	\$203,656.00
Back ordered: (due upon installation)	
10 YD DUMP BODY FROM CONSTRUCTION TRUCK	
AMOUNT - \$79,215.00	
TOTAL:	\$203,656.00
TRADE-IN:	
PROBLEM AND A SECOND	
DEPOSIT:	
Services, and magnife stary wind	£202 656 00
BALANCE DUE:	\$203,656.00
SALESPERSON:	
LEGAL:	



**CUSTOMER:** 

San Juan County 100 S. Oliver St. Aztec, NM, 87410 San Juan County PO # 2231202 BRANCH:

Farmington

DATE:

September 29, 2023

INVOICE:

75590

TO INVOICE YOU FOR THE FOLLOWING:

(1) 2024 Kenworth T880 (New T880S Chassis for Dump and Central Hydraulics Only)

SERIAL # 1NKZLP0X9RJ320184

SALES PRICE:

\$274,461.00

DOCUMENTATION FEE (not a government fee):

\$0.00

TAXABLE AMOUNT: (total from above less FET & Trade) \$274,461.00

**EXTENDED WARRANTY:** 

\$8,115.00

ADMINISTRATION FEE:

\$295.00

TOTAL:

\$282,871.00

LESS TRADE:

\$0.00

LESS CASH DEPOSIT:

\$0.00 **\$282,871.00** 

**BALANCE DUE** 

SALES PERSON: Mike Schreiber

LEGAL

REMARKS:

REMIT TO:

3924 Bloomfield Hwy.

Farmington, New Mexico 87401

Phone: (505) 327-0200 Fax: (505) 327-1692



### **CUSTOMER:**

San Juan County 100 S. Oliver St. Aztec, NM, 87410 San Juan County PO # 2231202 **BRANCH:** 

Farmington

DATE:

September 29, 2023

INVOICE:

75590

**ADDITIONAL DETAILS** 



### **BUYERS ORDER & PURCHASE AGREEMENT**

### INLAND KENWORTH (US) INC.

3924 Bloomfield Hwy.

Farmington, New Mexico 87401

Phone: (505) 327-0200 Fax: (505) 327-1692

DATE:

9/28/2023

**BUYER'S NAME:** 

San Juan County

ADDRESS:

100 S. Oliver St.

PHONE:

(505) 334-4520

CITY:

Aztec

STATE:

MM

ZIP:

87410

QUANTITY:

1

NEW:

New

COLOR: White

**DESCRIPTION:** 

YEAR:

2024

MAKE: Kenworth MODEL: T880

New T880S Chassis for Dump and Central

Hydraulics Only

SERIAL # (s):

1NKZLP0X9RJ320184

STOCK # (s):

RJ320184

SALESPERSON:

Mike Schreiber

Price / Unit	Qty	Purchase Total
\$274,461.00	1	\$274,461.00
FET		\$0.00
Documentation		\$0.00
Taxable Amount (above	e less FET + Trade)	\$274,461.00
Sales Tax		
Ext. Warranty		\$8,115.00
Administration		\$295.00
License & Title		\$0.00
Tire Disposal Fee		\$0.00
Out of State Delivery		\$0.00
Total		\$282,871.00
Cash Deposit		\$0.00
Trade Equity		\$0.00
Amount Financed		\$0.00
Cash on Delivery		\$282,871.00

BUYER HEREBY SUBMITS THE ABOVE ORDER WHICH SHALL CONSTITUTE BUYER'S OFFER TO PURCHASE THE VEHICLE(S), CHASSIS OR ACCESSORY (IES) (INDIVIDUALLY AND TOGETHER , THE "VEHICLE") AS IDENTIFIED ABOVE FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE ORDER AND THIS AGREEMENT (TOGETHER, THE "AGREEMENT"), WHICH INCLUDES THE ABOVE ORDER AND THE ADDITIONAL TERMS AND CONDITIONS, WHICH BUYER REPRESENTS IT HAS REVIEWED AND UNDERSTANDS.

AGREED BY PURCHASER

Signature

SELLER HEREBY ACCEPTS BUYER'S OFFER AND AGREES TO SELL TO BUYER THE IDENTIFIED VEHICLE ON THE TERMS AND CONDITIONS SET

FORTH IN THIS AGREEMENT. ACCEPTED BY SELLER

THANK YOU FOR YOUR BUSINESS!

### SCHEDULE A: ADDITIONAL PURCHASE VEHICLE INFORMATION & TERMS

### ADDITIONAL PROVISIONS

San Juan County PO # 2231202

### ADDITIONAL TERMS AND CONDITIONS

1. INTEREST CHARGES: When the purchased equipment is ready for delivery and all the obligations of the Seller are met. The Seller will notify the Buyer and the Buyer will have \_2\_ days to complete the sale by delivering the trade equipment to the Seller, taking delivery of the Purchased Equipment, paying all monies owed to the Seller with Good Funds or completing all financing documents required to close the deal. Commencing the \_\_180th\_\_ day after notification the Buyer agrees to pay interest at a rate of \_\_12.00%\_ compounded annually.

SQ BUYER'S INITIALS

NOTE: THE TERMS AND CONDITIONS ON PAGE 3 HEREOF

### **TERMS AND CONDITIONS**

- 1. As used in this Agreement (a)"Seller" means Inland Kenworth (US), Inc., a corporation, (b) "Buyer" means the party executing this Agreement as shown on page 1, (c) "Manufacturer" means the entity that manufactured the Vehicle as shown on page 1 and (d) "Vehicle" means and includes the vehicle(s), chassis equipment and/or accessory(ies) ordered and purchased by Buyer as identified on page 1. It is understood and agreed by Buyer that (i) Seller is not the agent of Manufacturer for any purpose, and (ii) Seller and Buyer are the only parties to this Agreement and Manufacturer is not a party nor a third party beneficiary to this Agreement.
- 2. An order from Buyer shall only be deemed placed when this Agreement has been signed by both the Buyer and Seller which shall be the only method by which Buyer commits to purchase the Vehicle and Seller commits to sell the Vehicle unless otherwise agreed by Buyer and Seller in writing, signed by both parties. Buyer shall fully cooperate with Seller in connection with such order and delivery of the Vehicle, including executing any documents and doing such acts as may be reasonably requested by Seller. Seller makes no representation or warranty regarding the timing of delivery of the Vehicle, which is dependent on factors outside of Seller's control.
- 3. Buyer acknowledges that Manufacturer has reserved the right to change the price and/or design of any product being purchased by Buyer hereunder at any time without notice and in its sole discretion. If Seller is unable to procure the Vehicle(s) as specifically ordered by Buyer for any reason outside the control of Seller, including a change in the price or design as set forth in this Agreement by reason of Manufacturer's change in price or design, this Agreement shall be deemed cancelled and terminated immediately. Buyer agrees that Seller's inability to procure the Vehicle(s) and the subsequent cancellation and termination of this Agreement are not a breach of this Agreement by Seller. Seller shall notify Buyer of the cancellation of this Agreement. In the event of such cancellation and termination, neither Buyer nor Seller shall have any further legal or equitable remedy against the other as to the cancellation or termination. Seller retains all legal or equitable rights and remedies as to any breach of this Agreement that occurred prior to the cancellation and termination, subject to the terms and conditions herein.
- 4. If Buyer is trading a used motor vehicle (the "trade-in vehicle") as a part of the consideration for the purchase of the Vehicle as provided herein, such trade-in vehicle shall not be delivered to Seller without Seller's prior written consent, unless and until Seller delivers to Buyer the Vehicle ordered by Buyer. If the trade-in vehicle is delivered to Seller before delivery of the Vehicle ordered by Buyer, Seller shall store such trade-in vehicle as an accommodation to Buyer at Buyer's expense and the risk of loss as to such trade-in vehicle shall remain with Buyer. Buyer's trade-in vehicle shall be reappraised at the time of delivery to Buyer of the Vehicle purchased by Buyer and the reappraised value shall determine the actual trade allowance for the trade-in vehicle to be applied against the purchase price for the Vehicle being purchased by Buyer. Buyer understands that the original trade allowance for the trade-in vehicle is an estimated value and the reappraised value shall be determinative of the actual trade allowance even though less than the original trade allowance. If the trade-in vehicle's reappraised value is less than its original trade allowance, Buyer shall pay to Seller the difference at the time of delivery of the trade-in vehicle. Seller, Buyer shall deliver to Seller, Buyer shall deliver to Seller the certificate of title for the trade-in vehicle. Buyer warrants that the trade-in vehicle shall be delivered to Seller free and clear of all liens and encumbrances except as otherwise noted herein, and Buyer agrees to indemnify and defend Seller against any such liens or encumbrances. The certificate of title to the trade-in vehicle (1) shall not be a "salvage title certificate" issued by any Department of Motor Vehicles, and (2) shall not be a certificate of title issued by any other authority indicating that the trade-in vehicle has been reconstructed or repaired by reason of collision or other damage.
- 5. The purchase price for the Vehicle being purchased by Buyer hereunder may but does not necessarily include reimbursement for federal excise taxes, but it does exclude any federal, state or local sales, use, occupational or like taxes or duties now in force or enacted in the future unless expressly so stated. Any such tax, fee or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Seller and Buyer (exclusive of taxes on net income) shall be paid by Buyer in addition to the purchase price for the Vehicle. If Seller is required to pay any such tax, fee or charge, at the time of sale of thereafter, Buyer shall reimburse Seller therefore.
- 6. THE MANUFACTURER'S WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE VEHICLE BEING PURCHASED HEREUNDER WHETHER NEW OR USED. THE PURCHASE OF ANY USED VEHICLE FROM SELLER SHALL BE ON AN "AS-IS, WHERE IS" BASIS UNLESS SELLER DELIVERS TO BUYER A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT. EXCEPT AS PROVIDED BY THE FOREGOING, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE VEHICLE.
- 7. BUYER AGREES THAT ITS SOLE LEGAL AND EQUITABLE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY SELLER, INCLUDING SELLER'S FAILURE TO DELIVER TO BUYER THE VEHICLE ORDERED BY BUYER UNDER THIS AGREEMENT, SHALL BE TO REQUIRE SELLER TO RETURN TO BUYER ANY FUNDS DELIVERED TO SELLER BY BUYER FOR THE PURCHASE OF THAT VEHICLE. IN NO EVENT SHALL SELLER BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY BUYER OR BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, WHETHER FOR BREACH OF THIS AGREEMENT, NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE.
- 8. If Buyer breaches this Agreement, including but not limited to by failing to purchase any Vehicle ordered by Buyer, in addition to any other remedy available to Seller at law or in equity, (i) Buyer shall indemnify and hold harmless Seller from any loss, damage, liability, cost and expense incurred by Seller in connection with Buyer's order or in connection with this Agreement, (ii) Buyer shall pay to Seller the full measure of Seller's lost profits expected from this Agreement and overhead regardless of whether Seller resells the Vehicle, as well as any other general or incidental damages and costs incurred by Seller, including cost of resale of the Vehicle; (iii) Seller may resell the ordered Vehicle and retain any and all amounts paid without credit or refund to Buyer; (iv) Seller may repossess all or any portion of the Vehicle sold to Buyer; and/or (v) Seller shall retain the total deposit, which is non-refundable, from Buyer for this Agreement. Buyer agrees that in the event of Buyer's breach of this Agreement, Seller is a lost-volume seller. Seller is not required to mitigate its damages from breach of this Agreement, nor does any such mitigation reduce the liability of Buyer for the full measure of damages as described herein.
- 9. No modification, change or amendment to this Agreement or waiver of any term hereof shall be deemed effective unless made in writing and signed by both of the parties. Time is of the essence for this Agreement and each of the party's obligations hereunder. This Agreement shall be binding on and inure to the benefit of Buyer and Seller and their respective successors and assigns; provided, however, Buyer may not assign this Agreement without Seller's prior written consent and any such attempted assignment without Seller's written consent shall be governed under the laws of the state in which Seller's business is located. Any legal action for any and all claims related to this Agreement, including to enforce its terms or to seek damages or any other remedy by reason of its breach, shall be brought in the state or federal courts with the appropriate jurisdiction of the county in which Seller's business is located. If any portion of this Agreement is found to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement. If suit is brought in connection with this Agreement, including to enforce this Agreement or recover damages or any other remedy by reason of its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, both at trial and on appeal, together with any costs and expenses incidental to any such proceedings. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter hereof. The Agreement have beexcuted in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed the same instrument. The failure by Seller to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of such provisions, nor affect the validity of this Agreement or any
- 10. All demands, notices, consents, or other communications required or permitted to be given under this Agreement by either party, shall be sent to the other party at the address set forth herein and/or email addresses provided, and shall be deemed to have been duly given (1) if sent by email to the email address(es) provided, (2) if mailed, three business days after being deposited in the United States mail, certified or registered mail, return receipt requested, and postage prepaid, (3) if sent by facsimile, upon transmission to the facsimile numbers below provided that a copy is promptly sent by United States mail and a transmission receipt is provided, or (4) if delivered by personal delivery, when delivered.
- 11. Seller reserves a purchase money security interest in the Vehicle sold hereunder and the proceeds thereof in the amount of the purchase price until the purchase price for the Vehicle has been paid in full. Buyer shall perform all acts necessary or appropriate to assist Seller in perfecting and maintaining such security interest.

Plea	ase	Initia
-or	Ren	/er



## **Delivery Receipt**

Customer	San Juan County				
Address	100 S. Oliver St. Aztec NM 87410				
Dealer	Farmington				
Stock Number	Description	Serial Number	Mileage		
RJ320184	2024 Kenworth T880	1NKZLP0X9RJ320184	313mi		
Other Equipme None	nt Included:				
	THE UNIT DESCRIBED ABOVE IS PU AS AS-IS BASIS. (NO WARRANTY WE		INITIALS		
X	THE UNIT DESCRIBED ABOVE IS PU FACTORY WARRANTY	SCRIBED ABOVE IS PURCHASED WITH NEW RRANTY			
	THE UNIT DESCRIBED ABOVE IS ELI OTHER SPECIFIC WARRANTIES THA EXPLAINED TO ME		INITIALS		
	I WISH TO PURCHASE OPTIONAL W. LISTED BELOW	ARRANTIES AS	INITIALS		
	I DECLINE ALL OPTIONAL WARRANT	INITIALS			
	Customer sig	gnature:	Inten		

Delivered & witnessed by Mike Schreiber of Inland Kenworth (US) Inc.

DATE: Friday, September 29, 2023

DR26075



3924 Bloomfield Hwy (505) 327-0200

Farmington, NM 87401 Fax (505) 327-1692

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•	San Juan County
	100 S. Oliver St.
	Auton NIM 97410

San Juan County PO # 2231202

BRANCH 48-Farmington

DATE

February 28, 2024

INVOICE NO.

75590B

\$203,656.00
-\$203,656.00
\$79,215.00
\$79,215.00
<b>,</b>
\$79,215.00

San Juan County	, NM	PAGE: 1 OF 1 CHECK NUMBER:		633847
INVOICE DATE	INVOICE NUMBER	DESCRIPTION		INVOICE AMOUNT
09/29/2023	75590T	2023 DUMP TRUCK (VW)		\$203,656.00
		PO #: 2231202 - PUBLIC WORKS		
		•		

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
10114	INLAND KENWORTH US INC	633847	10/10/2023	\$203,656.00

SAN JUAN COUNTY NEW MEXICO State of New Mexico San Juan County

100 South Oliver Drive Aztec, NM 87410-2432 (505)334-4265 Wells Fargo Bank, N.A. Vendor Number 10114 Check Date 10/10/2023

Check Number 633847

\*Two Hundred Three Thousand Six Hundred Fifty-Six Dollars And 00 Cents\*

\$203,656.00

To the Order of

Pay

INLAND KENWORTH US INC 3924 BLOOMFIELD HIGHWAY FARMINGTON, NM 87401-0000

FILE COPY NON-NEGOTIABLE

San Juan County, NM		<b>PAGE</b> : 1 OF 1	CHECK NUMBER:	635832
INVOICE DATE	INVOICE NUMBER	DESCRIPTION		INVOICE AMOUNT
02/20/2024	74332FRP	TURBO FOR DUMP TRUCK 902		\$6,949.51
		PO #: 2241948 - PUBLIC WORKS		
02/28/2024	85866	KENWORTH HAUL TRUCK		\$184,923.00
		PO #: 2240989 - PUBLIC WORKS		
02/28/2024	75590B	2023 DUMP TRUCK (VW)		\$79,215.00
		PO #: 2231202 - PUBLIC WORKS		

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
10114	INLAND KENWORTH US INC	635832	03/05/2024	\$271,087.51

SAN JUAN COUNTY NEW MEXICO State of New Mexico San Juan County

100 South Oliver Drive Aztec, NM 87410-2432 (505)334-4265 Wells Fargo Bank, N.A. Vendor Number 10114 Check Date 03/05/2024 Check Number 635832

\*Two Hundred Seventy-One Thousand Eighty-Seven Dollars And 51 Cents\*

\$271,087.51

To the Order of

Pay

INLAND KENWORTH US INC 3924 BLOOMFIELD HIGHWAY FARMINGTON, NM 87401

FILE COPY NON-NEGOTIABLE

## New Mexico VW Settlement Certificate of Vehicle/Engine Scrappage

L	Cortificate of V	cincle/Lingine	Jorappago
Grantee Nar	ne: San Juan County		
Grant Numb	per: <u>NM-VW-22-03</u>		
Vahiat	ofEquipment Ourses Names San Ivan Cause	<b>4.</b> .	
	e/Equipment Owner Name: San Juan Coun		
Vehicl	e/Equipment Owner Address: <u>100 South Oli</u>	ver Aztec NM 87410	
Old Vehicle	e/Chassis Information		
Make:	International	Vehicle ID Number:	1HTWXSBT69J141593
Model:	7600	Odometer Reading:	149,514 Miles
Year:	2009		1,-
<u>,</u>			
	Information		
Make:	Caterpillar	Horsepower: 50	
Model:	C13	ID or Serial No.	
Year:	2009	Hour Meter Read	ding: 1008 hours
Name of Di	smantler: Public Works dept. San Juan Cor	inty	
	Dismantler: 305 South Oliver Aztec NM 87		
		410	
Date Vehicl	e Accepted by Dismantler: 4/29/2024		
Cianotura o	f Dismantler: Stewer Luintam		
orginature o	Disitiatifier, State government		
irantee/Aut	horized Representative;		
Da	te engine/chassis scrapped: 4/30/2024		
	••		
	ent: I certify that no later than 90 days after		
	en permanently scrapped. Scrapping the engi		
	) hole in the engine block. Scrapping the chas		
	each side of the vehicle/equipment at a point		
	ed scrappage methods were used, details and		
	chassis that are required pursuant to the Terr ent are attached to this Certificate of Vehicle		Wittigation Trust Fund award
Authorized 1	Name: Mike Stark	- · · ·	
TRIBUILDE	// () .	Print Name	
Authorized S	Signature: Mke Ital		Date: 5/2/2024
Note: Document	ntion must include JPEG images of the following, with correspon	ding file names:	Date, Mai Louis

3) Engine label
4) Chassis rail out in half

5) Engine block, prior to hole 6) Engine block, after hole

l) Side profile 2 VIN or HIN

7) Others, as needed

























