

**CITY OF SANTA FE**  
**for**  
**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**“INVITATION TO BID – PRICE AGREEMENT”**

**OFF-ROAD HEAVY EQUIPMENT REPAIRS  
(PARTS AND LABOR)**

**ITB No. ‘20/27/B**

**BID DUE:**

**June 4, 2020  
2:00 P.M.**

**PURCHASING OFFICE  
CITY OF SANTA FE  
200 LINCOLN AVE., ROOM 122  
SANTA FE, NEW MEXICO 87501  
[Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov)**

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**ADVERTISEMENT FOR BIDS**

**ITB No. '20/27/B**

Competitive sealed bids will be received electronically by the Santa Fe Solid Waste Management Agency via email only to the City of Santa Fe Purchasing Staff **until 2:00 p.m. local prevailing time on Thursday, June 4, 2020**. Any bid received after this deadline will not be considered. This ITB is to procure:

**OFF-ROAD HEAVY EQUIPMENT REPAIRS  
(PARTS AND LABOR)**

Bids for the price agreement for electrical services will be presented in the form of a unit price as indicated on the **Bid Form**. Bidder shall bid all items listed for which they qualify. Each Bidder must conform to the conditions specified in the section entitled **Instructions for Bidders**. Bids may be held for ninety (90) days subject to action by the Agency. The Agency reserves the right to reject any or all bids in part or in whole.

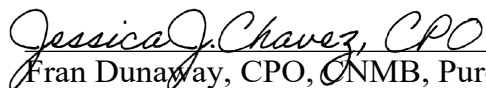
Bid packets are available by contacting: Fran Dunaway, City of Santa Fe, Purchasing Office, at [fdunaway@santafenm.gov](mailto:fdunaway@santafenm.gov) . The ITB is also available at <http://www.santafenm.gov/bids.aspx>.

There will be no pre-bid meeting. Questions related to this bid can be directed via email to Danita Boettner, Santa Fe Solid Waste Management Agency, at [dboettner@sfswma.org](mailto:dboettner@sfswma.org) or by telephone (505) 424-1850, ext. 110.

The Bidder's attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over said items shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full.

The Agency is an Equal Opportunity Employer, and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment regulations.

**ATTEST:**

  
\_\_\_\_\_  
Fran Dunaway, CPO, CNMB, Purchasing Officer

Received by the Santa Fe New Mexican on May 19, 2020  
To be published on May 22, 2020

Received by the Albuquerque Journal on May 19, 2020  
To be published on May 22, 2020

## BID SCHEDULE

### ITB No. '20/27/B

This section of the ITB contains the bid schedule for the procurement, describes the major procurement events and the conditions governing the procurement. The dates of the significant procurement events considered by the Agency and Joint Powers Board are tentative and subject to change without notice.

EVENT	DATE
1. Advertisement	May 22, 2020
2. Issuance of ITB:	May 22, 2020
3. Receipt of Bids:	June 4, 2020 at 2:00 p.m. Local Prevailing Time City of Santa Fe Purchasing Office <a href="mailto:Purchasing@santafenm.gov">Purchasing@santafenm.gov</a>
4. Recommendation of Award to Joint Powers Board:	June 18, 2020

## INFORMATION TO BIDDERS

### 1. RECEIPT AND OPENING OF BIDS

The Santa Fe Solid Waste Management Agency (herein called “Agency”), invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City of Santa Fe Purchasing Office until **2:00 p.m. local prevailing time on Thursday, June 4, 2020**. At this time, the City of Santa Fe Purchasing Officer will publicly open and read bid(s) aloud.

Bids must be received electronically via email only to the City of Santa Fe Purchasing Staff. Email for the purchasing staff is as follows: [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov) and Jessica Chavez at [jjchavez@santafenm.gov](mailto:jjchavez@santafenm.gov). No late bids will be accepted. Include some lead-time for email delivery, as late-delivered bids will be determined to be non-responsive, no matter whose fault it was. The email subject line should clearly indicate the following information:

ITB No.: ‘20/27/B

Title of the Bid: Off-Road Heavy Equipment Repairs (Parts and Labor)

ITB number and title of the bid, including Bidders name and address must be included in the content of the email.

The Agency may consider any informal bids not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

### 2. PREPARATION OF BID

All blank spaces for bid prices must be filled in, hand or typewritten. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. No alternate bids will be considered unless pre-approved five (5) days prior to the bid opening date by the Purchasing Officer.

### 3. BID SECURITY

None required.

### 4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

Liquidated damages are not applicable to this bid.

## 5. APPLICATION OF PREFERENCES IN PROCUREMENT

**Resident Business Preference:** To receive a Resident Business Preference pursuant to Section 13-1-21 NMSA 1978 the Bidder **must** submit with its bid, a copy of a valid Resident Business certificate issued by the New Mexico Department of Taxation and Revenue.

If a Bidder submits a copy of a valid Resident Business certificate with its bid, the bid will be evaluated at five (5) percent lower than the bid received.

Certification by the New Mexico Department of Taxation and Revenue for the resident business takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state.

**Resident Veteran Business Preference:** To receive a Resident Veteran Business Preference pursuant to Section 13-1-22 NMSA 1978 the Bidder **must** submit with its bid, a copy of a valid Resident Veteran Business certificate issued by the New Mexico Department of Taxation and Revenue.

If a Bidder submits a copy of their Resident Veteran Business Preference certificate with its bid, the bid will be evaluated at ten (10) percent lower than the bid received.

Certification by the New Mexico Department of Taxation and Revenue for the resident veteran business requires the Bidder to provide evidence including, but not limited to, of gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

**The resident business preference is not cumulative with the resident veteran business preference.**

**Local Preference:** Local preference is not applicable, pursuant to the Agency's 2013 Purchasing Procedures and Finance Policy.

## 6. ADDENDA AND INTERPRETATIONS

No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the bid must be addressed prior to the bid opening date.

Every request for such interpretations should be submitted via email to Fran Dunaway, CPO, CNMB, Purchasing Officer at [fadunaway@santafenm.gov](mailto:fadunaway@santafenm.gov) and to be given

consideration must be received at least five (5) days prior to the date set for the receiving of bids.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the ITB, which if issued, will be sent by facsimile, e-mail, or hand-delivered to all prospective Bidders who are known by the Agency to have received a complete ITB not later than three (3) days prior to the date fixed for the opening of the bids. Failure of any Bidder to receive any such addenda or interpretations shall not relieve Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

Addenda may be obtained from the City of Santa Fe, Purchasing Office via email from Fran Dunaway, CPO, CNMB, Purchasing Officer at [fadunaway@santafenm.gov](mailto:fadunaway@santafenm.gov). Addenda will also be available at <http://www.santafenm.gov/bids.aspx>.

The Agency reserves the right not to comply with these time frames mentioned above if an addendum is required to extend the bid deadline or withdraw the ITB due to significant justification(s) that are in the best interest of the Agency.

#### **7. POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### **8. LAWS AND REGULATIONS**

The Bidder's attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full. In particular, Bidder is notified that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

#### **9. COLLUSION**

No Bidder shall submit more than one bid in response to the ITB. Collusion among Bidders or the submission of more than one bid under different names by any vendors or individual shall be cause for rejection of all bids in questions without consideration.

#### **10. METHOD OF AWARD**

The Agency reserves the right to award the ITB to the responsible Bidder(s) submitting a responsive bid with resulting agreements that are most advantageous and in the best interest of the Agency. The Agency reserves the right to award the ITB to multiple Bidders to meet the needs of the Agency in accordance with Section 13-1-153 NMSA



1978.

No important deviation from the terms of the bid specifications is acceptable. It is understood and agreed that the Agency reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest Bidder at its discretion, provided that it is in the best interest of the Agency.

**11. IDENTICAL BIDS**

If two or more identical bids are received, the Purchasing Officer will apply the process described in Section 13-1-110 NMSA 1978 of the New Mexico Procurement Code.

**12. PROTESTS AND RESOLUTIONS PROCEDURES**

Any Bidder who is aggrieved in connection with the ITB process may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest, but may not be filed later than seven (7) days after the Joint Powers Board approves award of the contract. Requirements regarding protests and resolution of protests are available upon request from the Purchasing Office.

**13. PUBLIC INFORMATION**

All portions of the bid submittals will become public information. Proprietary information may be marked confidential; however, the City Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

**14. BRAND NAMES**

All brand names specified in this bid are not meant to be restrictive, but to be used as descriptive or equal specification. Bidder should include enough information with the bid submitted so this determination can be made. The determination of the Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

**15. TAX EXEMPT**

The Agency is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for services. A tax exempt certificate will be issued upon written request to the Purchasing Office.

**16. COMPLIANCE WITH THE CITY OF SANTA FE AND SANTA FE COUNTY'S MINIMUM WAGE RATE ORDINANCES (LIVING WAGE ORDINANCES)**

Bidder(s) will be required to submit their bid such that it complies with the City of Santa Fe Living Wage Ordinance (§28.1 28-1.12 SFCC 1987) and Santa Fe County Living Wage Ordinance (2014-1 and amendment 2014-5) to the extent applicable. The successful Bidder will be required to comply with the ordinances to the extent applicable, as well as any subsequent changes to the Ordinances throughout the term of this contract.

**17. SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- A. The Bidder, in the bid documents, must identify in writing to the Agency those portions of the Work that is proposed to be subcontracted, and after the Notice of Award, may only subcontract other portions of the work with the Agency's written consent.
- B. Bidder will not be required to employ any other subcontractor, other person or organization against whom he has reasonable objection.
- C. The Bidder shall list all Subcontractor names, addresses and type of work to be performed.
- D. The Subcontractor threshold amount for this project is \$5,000. The General Contractor must list all subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practices Act (13-4-31 through 14-3-43 NMSA 1988) shall apply.
- E. EXEMPTION: In accordance with the "SUBCONTRACTOR'S FAIR PRACTICES ACT", Section 13-4-35, the Bidder shall not be required to submit a Subcontractor's Listing form with the bid for contracts for construction, improvement or repair of streets or highways, including bridges, underground utilities within easements, including but not limited to water lines, sewer lines and storm sewer lines. The SUBCONTRACTOR'S FAIR PRACTICES ACT shall apply, however, to that portion of contracts for construction, improvement or repair of streets or highways which covers street lighting and traffic signals.

The Bidder shall list the Subcontractor(s) or material supplier(s) they propose to use for all trades or items on the Subcontractor Listing Form attached to the Bid Form. The listing must include Subcontractors identified in Paragraph D above. If awarded the contract, the Bidder shall use the firm listed, or himself if "General Contractor" has been listed, unless a request for a change or substitution is approved by the Agency of any reason as outlined herein.

- F. For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT 13-4-31...43 NMSA 1978" summarized as follows, shall apply.

- a. A Bidder may not substitute any Subcontractor listed unless the Agency approves in writing the substitution based on the following situations:
  - i. The Subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;
  - ii. The Subcontractor fails or refuses to perform;
  - iii. The Bidder demonstrates to the Agency that the listed Subcontractor was due to an inadvertent clerical error;
  - iv. Acceptance of an alternate by the Agency causes the original Subcontractor's bid not to be low;
  - v. The Bidder can substantiate to the Agency that a Subcontractor's bid is incomplete, or;
  - vi. The Subcontractor fails or refuses to meet bond requirements of the Bidder.
- b. Prior to the approval of the contractor's request for substitution, the Owner shall give notice to the listed Subcontractor by certified mail. The Subcontractor shall have five (5) working days to submit written objections to the Agency. Failure to respond shall constitute Subcontractor's consent to the substitution. If written objections are received, the Agency shall give five (5) working days for notice of a hearing.
- c. No other substitutions of Subcontractors may be permitted by the Bidder, other than for requested change orders in the scope of the work or unless the Bidder can show that no bids were received.
- d. It shall be the responsibility of the Subcontractor to be prepared to submit performance or payment bonds if requested by the Bidder. If the Subcontractor, as per the provisions of item 1 above. (The requirement of such bonding must be included in the Bidder's written or published request for Subcontract bids).
- e. If the Bidder does not specify a Subcontractor, they represent that they shall perform the work.
- f. If the Bidder is claiming an inadvertent clerical error, notice shall be given to the Agency and the involved Subcontractor within two (2) working days of the bid opening. The Subcontractor shall have six (6) working days from the bid opening to submit written objections. Failure to respond shall constitute Subcontractor's agreement that an error was made.
- g. If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.

- h. By State statute, violation of this act may allow the Agency to cancel the Contract or assess the Bidder a penalty up to ten (10) percent of the subcontract involved, but in no case less than the difference between the amount of the listed Subcontractor and the Subcontractor used. The Bidder shall be entitled a hearing after notice of intent to assess a penalty.
- i. If a hearing is held, the dispute shall be stated in writing and the Agency shall evaluate the issues of both sides and render a determination within ten (10) days of the hearing and provide the parties with a written copy of the decision by certified mail. The Agency may also refer the matter to arbitration.

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## DEFINITIONS AND TERMS

1. **Addendum:** means a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Invitation to Bid. Plural: addenda.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **Bidder:** means the companies or firms submitting a bid in response to this Invitation to Bid.
4. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
5. **City:** means the City of Santa Fe.
6. **Contract / Agreement:** means The Agency's Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms, as attached in the ITB as Appendix A.
7. **Contractor:** means the successful Bidder who enters into a binding contract.
8. **Determination:** means the written documentation of a decision of the purchasing officer, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (Section 13-1-52 NMSA 1978).
9. **Invitation to Bid:** or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting bids (Section 13-1-102 NMSA 1978).
10. **Joint Powers Board (JPB):** means the governing body for the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station.
11. **Landfill:** means the Caja del Rio Landfill.
12. **Mobilization:** means the costs associated with the Contractor being on site at BuRRT or the Landfill including transportation, staff costs, per diems, and other applicable costs required to get equipment from origin to BuRRT and/or the Landfill.
13. **Purchase Order:** means a fully executed purchase document issued by the City of Santa Fe that specifies the items and services to be provided by the Contractor.
14. **Purchasing Office:** means the City of Santa Fe Purchasing Office.
15. **Purchasing Officer:** means the City of Santa Fe Purchasing Officer.
16. **Responsible Bidder:** means a bidder who submits a responsive bid and who has furnished, when required, information and data to prove that the bidder's financial resources, production or service facilities, personnel, service reputation and experience

are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the invitation to bid (Section 13-1-82 NMSA 1978).

17. **Responsive Bid:** means a bid that conforms in all material respects to the requirements set forth in the invitation to bid. Material respects of a bid include, but are not limited to, price, quality, quantity or delivery requirements (Section 13-1-84 NMSA 1978).
18. The terms **must, shall, will, is required, or are required** identify a mandatory item or factor that will result in the rejection of the bidder's bid.
19. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

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## SPECIAL CONDITIONS

### 1. GENERAL

When the City Purchasing Officer issues a purchase order document in response to the Contractor's bid, a binding contract is created.

### 2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the Contractor from its obligations and liabilities under this order.

### 3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the Agency or if such variation has been caused by documented conditions beyond the Contractor's control, and then only to the extent, as specified elsewhere in the contract documents.

### 4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The Agency shall be the final determination of satisfactory receipt of goods or services.

### 5. TAXES

The Agency is exempt from gross receipts tax on tangible personal property, except those used in construction. Services provided to the Agency are not exempt. A tax exempt certificate will be issued upon written request.

Applicable taxes are not included in the Bidder's bid and will not be included in the bid evaluation.

### 6. INVOICING

(A) The Contractor's invoice shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to **Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506** and not the City of Santa Fe.

**7. METHOD OF PAYMENT**

- (A) Every effort will be made to process payments within thirty (30) days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.
- (B) Contractor must register with the City of Santa Fe's Enterprise Resource Planning (ERP) System. Contractor's failure to do so will experience delays in processing of invoices and will not be able to do business with the Agency. Contractor can register online at <http://www.santafenm.gov/>.

**8. DEFAULT**

The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the Contractor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the state or of the 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 Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

**9. NON-DISCRIMINATION**

By signing this Agency bid, the Contractor agrees to comply with the Presidential Executive Order No. 11246 as amended.

**10. NON-COLLUSION**

In signing this bid, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid submittal to the Agency.

**11. WARRANTY**

By signing this bid, the Contractor agrees that the services, equipment, material, parts or supplies as specified in the bid specifications shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such services or supplies. Bidder shall respond to all requests for warranty repair within twenty-four (24)



hours of notification by the Agency.

Warranty shall be included for material, supplies, or services furnished as specified in the bid specifications, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any specification incorporated herein and with any samples furnished by Contractor.

All applicable UCC warranties, express and implied, are incorporated herein.

**12. INDEFINITE QUANTITY PRICE AGREEMENT**

The Agency may award contracts to multiple bidders under the Indefinite Quantity Price Agreement or "on-call" procurement process. The items and/or services to be ordered shall be listed on the Bid Form. All orders issued hereunder will bear both an order number and this Price Agreement number (i.e., ITB No. '20/27/B). It is understood that no guarantee or warranty is made or implied by the Agency that any order for any definite quantity will be issued under this Price Agreement. The Bidder is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

**13. PROCUREMENT UNDER EXISTING CONTRACTS**

In accordance with Section 13-1-129 NMSA 1978, the bidder shall be made aware that other central purchasing offices may use the subsequent non-exclusive indefinite quantity price agreement.

**14. INSURANCE REQUIREMENTS**

Insurance is required of the Contractor in the limits identified in the Sample Price Agreement, Section 18, attached hereto.

**15. TERM**

The term of the Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the Agency at the same price, terms, and conditions.

**16. MULTIPLE AWARD**

Pursuant to Sections 13-1-153 and 13-1-154 NMSA 1978, the Agency reserves the right to issue multiple awards to obtain the items specified. Multiple awards are recommended to ensure availability and timely delivery of services.

**17. PRICE ADJUSTMENTS**

Unless otherwise stated in the bid document, prices quoted on the Bid Form are to be firm for the duration of the contract. Any request for a price adjustment is subject to

approval by the Joint Powers Board. The Contractor shall submit to the Agency sufficient justification to support the Contractor's request.

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## SPECIFICATIONS

**ITB No. '20/27/B**

### **OFF-ROAD HEAVY EQUIPMENT REPAIRS (PARTS AND LABOR)**

The Santa Fe Solid Waste Management Agency (Agency) is a public entity that is jointly owned by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements Act. The Agreement delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill (Landfill) and the Buckman Road Recycling and Transfer Station (BuRRT).

The Agency is requesting bids for **OFF-ROAD HEAVY EQUIPMENT REPAIRS (PARTS AND LABOR)** for equipment operated at the Landfill and BuRRT.

Bidder is required to indicate either “meets or exceeds specifications” or “does not meet specifications” by placing a check in the appropriate “YES” or “NO” column. Failure to indicate either “YES” or “NO” will be evaluated as “does not meet specifications”.

#### Background and Summary

The Santa Fe Solid Waste Management Agency operates a variety of off-road heavy equipment in support of its operations. A list of all equipment covered by the ITB is attached to this document as Appendix A. The Agency performs routine maintenance service on all of its equipment and conducts minor repairs as its resources allow.

This ITB seeks to establish a standing price agreement with qualified vendors/repair facilities for equipment parts and repairs beyond the capacity of the Agency’s in-house equipment maintenance department.

#### Basic Firm Qualifications

Bidders must indicate the specific equipment they have the capacity to offer services for based on the list provided in Appendix A. This list includes all off-road heavy equipment currently owned and operated by the Agency, additional off-road heavy equipment may be added to the Agency’s heavy equipment inventory and shall be covered by this agreement.

Bidders responding to this solicitation must meet basic qualification standards established in this ITB, and itemized below. Bidders may complete the questionnaire, attached to this ITB as Appendix B, to demonstrate their capacity to perform the services requested in this ITB.

Meets or Exceeds Specification?	Basic Qualification Standard
Y <input type="checkbox"/> N <input type="checkbox"/>	Factory trained service technicians.
Y <input type="checkbox"/> N <input type="checkbox"/>	Repair facility within 80 miles of Santa Fe, NM.
Y <input type="checkbox"/> N <input type="checkbox"/>	Past experience with repairs, parts and/or service of off-road heavy equipment.
Y <input type="checkbox"/> N <input type="checkbox"/>	Access to factory service, repair and parts manuals for covered equipment.
Y <input type="checkbox"/> N <input type="checkbox"/>	Transportation of equipment from Agency facilities to Bidder's repair facility (shop). Transportation services include, but are not limited to, towing, trailering, over-sized loads, over-weight loads, etc.
Y <input type="checkbox"/> N <input type="checkbox"/>	Field service – on-site field diagnostics and repairs (at Agency's facilities).
Y <input type="checkbox"/> N <input type="checkbox"/>	Shop service – off-site repairs (at Bidders facilities).
Y <input type="checkbox"/> N <input type="checkbox"/>	Parts discount over published/retail cost (list price) <b>OR</b> Bidder's cost plus X%.
Y <input type="checkbox"/> N <input type="checkbox"/>	Labor/service hourly rates by class.
Y <input type="checkbox"/> N <input type="checkbox"/>	All work to be professionally diagnosed prior to repairs being performed. Bidder shall notify Agency of Diagnostic results and the Agency will issue a written estimate of repair costs (hourly labor charges, parts, materials, number of days the equipment will be down for repairs, etc.). In the event a partial or complete tear-down is required to diagnose repair, Bidder must receive written authorization from the Agency prior to commencing tear-down.
Y <input type="checkbox"/> N <input type="checkbox"/>	Bidder shall respond to all requests for repair within three (3) hours of notification. All authorized repairs shall be commenced within three (3) business days of receipt of Notice to Proceed.
Y <input type="checkbox"/> N <input type="checkbox"/>	All repairs to be completed within fifteen (15) working days of receipt by Bidder of Notice to Proceed from the Agency. This period may be extended at the option of the Agency and such an extension shall be documented in writing.
Y <input type="checkbox"/> N <input type="checkbox"/>	Bidder carries an adequate inventory supply of parts and materials to serve the Agency's needs without undue delays. If the Bidder does not have required parts and materials on hand, Bidder has ready access to same from a third party vendor.
Y <input type="checkbox"/> N <input type="checkbox"/>	Agency retains ownership of, and reserves the rights to request return of for inspection, any part(s), accessory(ies), assembly(ies) or sub-assembly(ies) replaced on equipment to effect the repair.
Y <input type="checkbox"/> N <input type="checkbox"/>	All parts, fluids and materials must be new and confirm to original manufacturer's specification. Rebuilt assemblies or parts may be used with the approval of the Agency.
Y <input type="checkbox"/> N <input type="checkbox"/>	If required, the selected Bidders shall provide towing of large equipment to the Bidder's specialized repair facilities (shops). The Bidders shall be licensed to tow/transport heavy equipment within the State of New Mexico and shall follow all applicable NMDOT rules and regulations.
Y <input type="checkbox"/> N <input type="checkbox"/>	If the repairs are not properly performed, the equipment shall be returned for corrective repairs at no additional cost to the Agency.
Y <input type="checkbox"/> N <input type="checkbox"/>	Bidder shall comply with federal, state, and local environmental regulations. No additional charge will be accepted by the Agency for the legal disposal of any used fluids or parts such as motor oil, anti-freeze, batteries, tires, etc.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**BID SUBMITTAL FORM**

**ITB No. '20/27/B**

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to email these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a. (        ) All specifications, terms and conditions are met.
- b. (        ) Exceptions have been taken and noted on attached sheet(s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the Bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. Agency staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the Bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the Bidder warrants that there was no collusion of any kind in submission of this bid.

State name, address and phone number of nearest authorized representative:

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## ADDITIONAL SUBMITTAL REQUIREMENTS

Bidder may include optional Bidder's Questionnaire (Appendix B).

Bidder must complete and submit with their bid:

- Off-Road Equipment List (Appendix A)
- Copy of Resident Veteran Business / Resident Business Certification (if applicable).
- Copy of City of Santa Fe Business License
- Copy of State of New Mexico CRS Tax Identification Number
- Copies of any addenda issued in reference with this ITB

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**BID FORM**

**ITB No. '20/27/B**

<b>Service Labor Rates</b>		
<b>Service Labor Class</b>	<b>Rate</b>	<b>Unit</b>
Shop Service Technician	\$	Per Hour
Field Service Technician	\$	Per Hour
Shop Mechanic	\$	Per Hour
Field Mechanic	\$	Per Hour
Shop Laborer	\$	Per Hour
Field Laborer	\$	Per Hour
Shop Helper	\$	Per Hour
Field Helper	\$	Per Hour
Machinist	\$	Per Hour
Welder/Fabricator	\$	Per Hour
Diagnostics	\$	Per Hour
Emergency Call/Weekends <sup>1</sup>	\$	Per Hour
<b>Other Labor Classes Offered by Bidder</b>		
	\$	Per Hour
	\$	Per Hour
	\$	Per Hour

<b>Parts<sup>2</sup></b>	
<b>Pricing Basis</b>	<b>Percentage</b>
Cost Plus X %	%
OR	
List Price Minus X%	%

1 Emergency Call/Weekends is defined as any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays).

2 If there is zero increase/discount on parts, indicate as such by entering a '0'.

<b>Equipment Transport/Travel Round Trip from Agency's Facilities to Vendor's Shop</b>		
<b>Service Class</b>	<b>Rate</b>	<b>Unit</b>
Towing	\$	Per
Trailerling	\$	Per
Oversize/Overweight	\$	Per
Trip Charge (if not included in field labor rates)	\$	Per
<b>Other Service Classes Offered by Bidder</b>		
	\$	Per
	\$	Per
	\$	Per
	\$	Per
	\$	Per

**BIDDER'S INFORMATION**

\_\_\_\_\_  
Bidder – Firm Name

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number



**APPENDIX A**

**Off-Road Heavy Equipment List**

**APPENDIX A: OFF-ROAD HEAVY EQUIPMENT LIST**

**Please indicate covered equipment below by marking and “X” in the space provided for each piece of equipment listed**

<b>Covered</b>	<b>Not Covered</b>	<b>Year/Make/Model/Description</b>
		2004 Caterpillar 836G Landfill Compactor
		2007 Caterpillar 826H Landfill Compactor
		2015 Caterpillar 836K Landfill Compactor
		2020 Caterpillar 836K Landfill Compactor
		1997 Caterpillar D8R Waste Handler Dozer
		2019 Caterpillar D8T Waste Handler Dozer
		2003 Caterpillar 623G Wheel Tractor-Scraper
		2005 Caterpillar 623G Wheel Tractor-Scraper
		2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control
		2003 Caterpillar 621G Water Wagon 8,000-gallon
		2002 Caterpillar 613C Water Wagon 5000-gallon
		2004 Caterpillar 613C Water Wagon 5,000-gallon
		1992 Caterpillar 140G Motor Grader
		2002 Caterpillar 140H Motor Grader
		1997 Caterpillar 950F Wheel Loader
		2007 Caterpillar 307C Excavator
		2016 Caterpillar 308E Excavator
		2005 Caterpillar 242B Skid Steer Loader
		2014 Komatsu D155AX Waste Handler Dozer
		2012 Volvo L35B Wheel Loader
		2012 Volvo L110G Wheel Loader
		2016 Volvo L110H Wheel Loader
		2019 Volvo L110H Wheel Loader
		Tarpomatic Machine, Spools and Tarps (2)
		2002 Beast 3680 Wood Grinder (Caterpillar C-15 Engine)
		2017 Toyota Forklift
		2014 Toyota 8FGU30 Forklift
		1994 Hyster Forklift
		Eagle Tire Baler
		Eagle Tire Cutter Tuff Cut
		Eagle Tire De-Rimmer
		1987 Case Farm Tractor
		1985 Broce T20 Street Broom (Ford Engine)

Covered	Not Covered	Year/Make/Model/Description
		2006 Godwin Water Pump (John Deere Engine)
		MultiQuip Generator (Kubota Engine)
		MadVac Litter Vacuum
		Tyco Fire Suppression System on Select Equipment
		All Case Equipment
		All Caterpillar Equipment
		All Komatsu Equipment
		All Volvo Equipment

**List additional manufacturers/brands supported by your company:**

**APPENDIX B**

**Bidder Questionnaire**

## APPENDIX B: BIDDER QUESTIONNAIRE

Bidders are encouraged to answer and/or attach any information that may assist in verifying their ability to perform the services required in the ITB. Do not make an assumption that the Agency is familiar with your work.

1. Number of years in business? \_\_\_\_\_
2. Number of employees? \_\_\_\_\_
3. Average years of experience? \_\_\_\_\_
4. List any additional services your company can provide not identified in this ITB:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Please list any of the required services your company would expect to sub-contract to a third party (e.g., towing), who you would outsource this work to and the percent over your cost you would charge the Agency.

<u>Sub-Contractor</u>	<u>% Over Cost</u>

6. Does your company have the knowledge and capability to repair off-road heavy equipment in-house?

Yes       No

7. Does your company stock parts for equipment you are offering services for?

Yes       No

**APPENDIX C**  
**SAMPLE PRICE AGREEMENT**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PRICE AGREEMENT  
WITH  
CONTRACTOR  
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2020)**

This PRICE AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and CONTRACTOR ("Contractor") for an indefinite quantity of parts and labor for off-road heavy equipment repairs as described in ITB No. ‘20/27/B and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

**1. SCOPE OF AGREEMENT**

The items to be provided under this Agreement are set forth in ITB No. ‘20/27/B and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

**2. STANDARDS OF PERFORMANCE; LICENSES**

Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

**3. DEFINITIONS**

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road,

Santa Fe, NM 87507.

C. "Items" means tangible goods or tangible items of personal property required for Agency operations. All items are to be new and of most current production, unless otherwise specified.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement which requires Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the City of Santa Fe Purchasing Department on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services excludes professional services that are typically performed by a person holding a license, such as engineering, architecture or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

#### **4. ITEMS / SERVICES TO BE PROVIDED**

B. Price of Items and Services. Section 5 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service described in



Exhibit A. All Purchase Orders for items and services issued hereunder must reference the Purchase Order number and Price Agreement number ITB '20/27/B.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise, that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. '20/27/B, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

#### Delivery and Billing Instructions

- 1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.
- 2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the complete order cannot be fulfilled.
- 3) Whenever the Agency does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned.
- 4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

- 5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

**5. COMMERCIAL WARRANTY**

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

**6. PAYMENTS**

- A. All payments under this Agreement are subject to the following provisions.
  - 1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed, at Contractor's risk and expense, promptly after notice of rejection.
  - 2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the services or items have been accepted in writing by the Agency. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from the receipt of services or items, the Agency shall issue a written certification of complete or partial acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments

per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed to have been accepted.

- 3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.
- 4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the City of Santa Fe Purchasing Division.
- 5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.
- 6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees levied by the State of New Mexico and federal government on the sums payable under this Agreement.

## **7. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient

appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

**8. TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on June 17, 2021, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

**9. CANCELLATION**

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public

enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

**10. TERMINATION**

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

**11. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing product delivery services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

**12. CONFIDENTIALITY**

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

**13. CONFLICT OF INTEREST**

A. Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

**14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES**

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the sole discretion of the Agency, serving the needs of the Agency adequately.

**15. ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

**16. NON-COLLUSION**

In signing this Agreement, Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

**17. RELEASE**

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

**18. INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than thirty (30) days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that

appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

**19. INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

**20. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**21. THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary.



**22. RECORDS AND AUDIT**

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**23. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court, Santa Fe County.

**24. AMENDMENT**

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

**25. INTEGRATION**

This Agreement expresses the entire agreement and understanding between the parties with respect to the Contractor's items and services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless

embodied in this Agreement.

**26. NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**27. SEVERABILITY**

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

**28. NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

**AGENCY:** Randall Kippenbrock, P.E. Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506  
Fax: (505) 424-1839  
Email: rkippenbrock@sfswma.org

**CONTRACTOR:**

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such

notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

**29. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

**Remainder of Page Intentionally Left Blank**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

\_\_\_\_\_  
Anna Hansen  
Chairperson, Joint Powers Board

\_\_\_\_\_  
Date:

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

**CONTRACTOR:**

\_\_\_\_\_  
Date:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

\_\_\_\_\_  
Date:

**EXHIBIT A**

## **ITEMS / SERVICES TO BE PROVIDED**

**ITB No. '20/27/B**

### **1. GENERAL CONDITIONS**

A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require the Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised through an amendment to this Agreement.

B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-seize, etc.) shall be included in the labor costs bid by the Contractor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

C. The Agency is responsible for determining when the services of the Contractor are needed.

D. Contractor shall assess the situation/problem, when directed, and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, the Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

E. If the work is an emergency, the Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide

status updates as determined by the Agency.

F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by the Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.

G. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by the Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.

H. Contractor shall be responsible for any damage caused by the Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contractor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided the Contractor is responsible for disposal of any trash created during the work performed.

I. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted

to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.

J. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

K. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

L. While providing the services outlined herein, the Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

M. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of the Contractor, and shall be remedied as soon as possible.

N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when the Contractor arrives at the job site, continues while picking up parts, and ends when the Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.



P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse the Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.

R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.

S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

## **2. BILLING LOCATION AND CONTACT**

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency  
Attn: Account Coordinator  
149 Wildlife Way  
Santa Fe, NM 87506  
Telephone: (505) 424-1850 x 140  
Email: emartinez@sfswma.org

### 3. LIST OF EQUIPMENT

<b>Covered</b>	<b>Not Covered</b>	<b>Year/Make/Model/Description</b>
		2004 Caterpillar 836G Landfill Compactor
		2007 Caterpillar 826H Landfill Compactor
		2015 Caterpillar 836K Landfill Compactor
		2020 Caterpillar 836K Landfill Compactor
		1997 Caterpillar D8R Waste Handler Dozer
		2019 Caterpillar D8T Waste Handler Dozer
		2003 Caterpillar 623G Wheel Tractor-Scraper
		2005 Caterpillar 623G Wheel Tractor-Scraper
		2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control
		2003 Caterpillar 621G Water Wagon 8,000-gallon
		2002 Caterpillar 613C Water Wagon 5000-gallon
		2004 Caterpillar 613C Water Wagon 5,000-gallon
		1992 Caterpillar 140G Motor Grader
		2002 Caterpillar 140H Motor Grader
		1997 Caterpillar 950F Wheel Loader
		2007 Caterpillar 307C Excavator
		2016 Caterpillar 308E Excavator
		2005 Caterpillar 242B Skid Steer Loader
		2014 Komatsu D155AX Waste Handler Dozer
		2012 Volvo L35B Wheel Loader
		2012 Volvo L110G Wheel Loader
		2016 Volvo L110H Wheel Loader
		2019 Volvo L110H Wheel Loader
		Tarpomatic Machine, Spools and Tarps (2)
		2002 Beast 3680 Wood Grinder (Caterpillar C-15 Engine)
		2017 Toyota Forklift
		2014 Toyota 8FGU30 Forklift
		1994 Hyster Forklift
		Eagle Tire Baler
		Eagle Tire Cutter Tuff Cut
		Eagle Tire De-Rimmer
		1987 Case Farm Tractor
		1985 Broce T20 Street Broom (Ford Engine)
		2006 Godwin Water Pump (John Deere Engine)
		MultiQuip Generator (Kubota Engine)

<b>Covered</b>	<b>Not Covered</b>	<b>Year/Make/Model/Description</b>
		MadVac Litter Vacuum
		Tyco/Westfire Fire Suppression System on Select Equipment
		All Case Equipment
		All Caterpillar Equipment
		All Komatsu Equipment
		All Volvo Equipment

#### 4. CONTRACTOR'S UNIT PRICING

**ITB '20/27/B - Price Agreement - Off-Road Heavy Equipment - Parts & Labor**

**Company Name**

Address

Phone/Fax

**Notes:**

<b>Service Labor Class</b>	<b>Rate/Hour</b>
Shop Service Technician	
Field Service Technician	
Shop Mechanic	
Field Mechanic	
Shop Laborer	
Field Laborer	
Shop Helper	
Field Helper	
Machinist	
Welder/Fabricator	
Diagnostics	
Emergency Call/Weekends	

Parts (+/-)	
Towing	
Trailing	
Oversize/Overweight	
Trip Charge (if not included in field labor rates)	