

CITY OF SANTA FE
CENTRAL PURCHASING OFFICE

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

INVITATION TO BID

**TARPOMATIC AUTOMATIC TARPING MACHINE, SPOOLS
AND LANDFILL TARPS**

ITB 23/60/B

DUE:

**May 2, 2023
2:00 PM MDT**

CITY OF SANTA FE
CENTRAL PURCHASING OFFICE
200 LINCOLN AVE., ROOM 122
SANTA FE, NM 87501
Purchasing@santafenm.gov

ITB SCHEDULE

ITB 23/60/B

EVENT	DATE
Advertisement/Release Date	April 17, 2023
Deadline to Submit Questions	April 26, 2023
Deadline to Response to Written Questions and Any Addendum/Amendment	April 28, 2023
Receipt of Bids	May 2, 2023 at 2:00 p.m. MDT Bids are to be uploaded to the following link: https://cityofsantafenm.sharefile.com/r-r2e1c990e0b104cada29f9959d0ebfbcc
Recommendation of Award to Joint Powers Board	May 18, 2023

The Agency reserves the right to modify the dates and times mentioned above or withdraw the Invitation to Bid (ITB) due to significant justification(s) in the Agency's best interest.

BID OPENING: Bid opening will be accomplished through a Zoom meeting as follows:

Join Zoom Meeting

<https://santafenm-gov.zoom.us/j/84208314187?pwd=dkx0ZHZmc3k3ZVpKOTdwdEU0aDRNQOT09>

Meeting ID: 842 0831 4187

Passcode: 408444

One tap mobile

+17193594580,,84208314187#,,,,*408444# US

+12532050468,,84208314187#,,,,*408444# US

Dial by your location

+1 719 359 4580 US;

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 689 278 1000 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

Meeting ID: 842 0831 4187

Passcode: 408444

Find your local number: <https://santafenm-gov.zoom.us/u/kb7nMAqVDF>

BIDDER FORM

Having read the Terms and Conditions and examined the Scope of Work (SOW) and Specifications for ITB No. 23/60/B, we hereby submit this Bidder Form, Bid Sheet and other required information.

Company Name: _____

d/b/a (if applicable): _____

Mailing Address: _____

City, State, Zip Code: _____

Physical Address: _____

City, State, Zip Code: _____

Email Address: _____

Area Code + Phone Number: _____

NM Gross Receipts Tax # (CRS) _____ Federal Tax ID # _____

Payment terms: _____ (e.g., net 30 days. Discount will not be considered - see "Terms and Conditions.")

Delivery for this ITB will be Caja del Rio Landfill, 149 Wildlife Way, Santa Fe, NM 87506.

Contractor's Delivery: _____ (May be considered in the award)

Authorized Signature: _____ Print or type name: _____

Signatory Email: _____ Phone Number: _____

No addenda or amendment will be issued three (3) days before the date for receipt of bids, except an addenda or amendment withdrawing the ITBs or postponing the date for receipt of bids.

If applicable, the Bidder hereby acknowledges receipt of the following addenda or amendment:

Addenda/Amendment No. ____ Dated: _____ Addenda/Amendment No. ____ Dated: _____

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document and any additional bidding instructions or requirements.

ELECTRONIC SUBMITTAL ONLY

TERMS AND CONDITIONS

(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or their designee approves a purchase document in response to the ITB, 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 Office. Under this order, no such consent shall relieve the Contractor's obligations and liabilities.
3. **Variation in Quantity:** No increase in the SOW of services or items after award will be accepted, unless means were provided for within the contract documents. Decreases in the SOW of services, or items 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. **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 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.
5. **Items:** All bid items are to be new and of the most current production unless otherwise specified.
6. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
7. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible items (goods) rejected at the destination for non-conformance with specifications shall be removed at the Contractor's risk and expense promptly after notice of rejection.
8. **Packing, Shipping and Invoicing:**
 - a) The City's purchase order number, Contractor's name, Agency's name and location shall be shown on each packing slip, delivery ticket, package, bill of lading and other correspondence concerning the shipments. The Contractor shall accept the Agency's count as final and conclusive on all shipments not accompanied by a packing slip.
 - b) The Contractor's invoice shall be submitted duly certified and contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each complete shipment.
 - c) Invoices must be submitted to Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506, and not the City of Santa Fe.
9. **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 the processing of invoices and will not be able to do business with the Agency. Contractor can register online at:

<https://santafenm.munisselfservice.com/Vendors/default.aspx>.

10. Payment Provisions: All payments under this Agreement are subject to the following provisions.

- a) Acceptance - In accordance with §13-1-158 NMSA 1978, the Agency shall determine if the product or services provided meet specifications. Until the Agency accepts the products or services in writing, the Agency shall not pay for any products or services. Unless otherwise agreed upon between the Agency and the Contractor, within thirty (30) days from the date the Agency receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the Agency shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the Agency gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- b) Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the invoice date. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The Agency agrees to pay in full the balance shown on each account's statement by the due date shown on said statement.

11. Taxes: 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. Such tax or taxes shall be added at the time of invoicing at the current rate and shown as a separate item to be paid by the Agency.

12. Commercial Warranty: The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies 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 to the Agency by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

13. Price Adjustments: Unit prices for services and items quoted by the Contractor are to be firm for the duration of the contract. A request for a price adjustment due to an increase or decrease by the product manufacturer/supplier is subject to approval by the Agency. The Contractor shall submit to the Agency sufficient justification to support the request.

14. Late Delivery: It is expressly understood and agreed that, as a result of the public interest and because of the monetary losses that the Agency may incur as a result of failure to deliver the items and services described in the contract on time, that time is of the essence in the performance of this Agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated nor calculated. At the option of the Chief Procurement Officer, the Agency may invoke the default provisions of the Agreement contained herein.

15. Agency Furnished Property: Agency furnished property shall be returned to the Agency upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

16. Workers' Compensation: The Contractor agrees to comply with State laws and rules on Workers' Compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required, this Agreement may be terminated by the Agency.

17. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Agency are considered material to any

work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without the prior written consent of the Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to ensure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

- 18. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Agreement's term and effect, and retain them for three (3) years from the date of final payment under this Agreement. The 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 billings before and after payment. Payment for services under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.
- 19. Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
- 20. Non-Collusion:** In signing this ITB, the Contractor certifies they have not, directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or their designee.
- 21. Nondiscrimination:** Contractor doing business with the Agency must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
- 22. Penalties:** §13-1-28 through §13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
- 23. 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.
- 24. No additional terms and/or conditions will be accepted.**

INFORMATION FOR BIDDERS

1. Receipt of Electronic Bids

The Santa Fe Solid Waste Management Agency (herein called "Agency") invites bidder(s) to submit their bid electronically on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Central Purchasing Office of the City of Santa Fe until **2:00 p.m. Mountain Daylight Time on Thursday, May 2, 2023.**

Bids are to be uploaded to the following link:

<https://cityofsantafenm.sharefile.com/r-r2e1c990e0b104cada29f9959d0ebfbcc>

No late bids will be accepted under any circumstances. Bidders should 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 indicate the following information:

The ITB number and title, and Bidder's name and address must be included in the content of the email.

If you are an individual with a disability and you require accommodations such as closed captioning to attend the bid opening, please contact the CPO or their designee at least five (5) working days prior to the scheduled bid opening.

2. Bid Submittal Requirements:

All specifications, submittal required documentation, supporting materials, certificates, etc., in addition to the bid documents, must be attached to form a complete responsive bid (NMSA 1978 §13-1-82-85; NMSA 1978 §13-1-133).

The Bidder is responsible for ensuring all documents are entirely uploaded and submitted electronically via the email submission system by the deadline in this ITB. Such electronic submissions will be considered sealed bids in accordance with the statute. The Bidder is also responsible for ensuring the bid is correct and accurate before submission. By bidding electronically, the Bidder acknowledges any and all amendments and ensures the bid corresponds with any amendments.

If an amendment is processed that changes the scope of work after the bid is submitted, the Bidder must resubmit their bid for it to be considered fully submitted.

Allow adequate time for large uploads to complete the submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received via email by the deadline will be deemed late. Further, a submission that is not fully complete by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

The Bidder is responsible for ensuring that both a 'Read' receipt and 'Delivery' receipt are remitted and conveyed in their own email for their own records. The City Purchasing Office will not guarantee that a response email will be sent to the Bidder upon submission; however, every effort to acknowledge that the bid was received timely will be made.

No Bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

3. Copies of Invitation to Bid

The Bid is available in electronic version from the following website http://www.santafenm.gov/bids_rfps.

In the event of a conflict between a version of the ITB in the Bidder's possession and the version maintained by the Central Purchasing Office, the Bidder acknowledges that the Central Purchasing Office's version shall govern.

4. Preparation of Bid

All blank spaces for bid prices must be filled in, hand or type written. Bids must be in Word or PDF format.

This ITB may be canceled or any and all bids may be rejected in whole or in part whenever the Agency determines it is in the Agency's best interest to do so.

5. Bid Tabulations

Bid tabs will be posted to the Central Purchasing Office's website after the bid opening date. To access it, go to https://www.santafenm.gov/bid_tabulations

6. Pre-Bid Meeting

There will be no pre-bid meeting for this project. To schedule a site visit, please email Danita Boettner, Procurement Manager, at dboettner@sfswwa.org.

7. Correction or Withdrawal of Bid

A bid containing a mistake discovered before bid opening may be modified or withdrawn by the Bidder before the deadline for receipt of bids by emailing a written notice to Purchasing@santafenm.gov. Withdrawn bids may be resubmitted up to the time and date designated for the receipt of bids, provided they are then fully in conformance with the Bid.

8. Interpretations and Addenda/Amendment

No oral interpretation of the meaning of any section of the ITB will be binding. Oral communications are permitted to assess the need for an addendum or amendment. Any questions concerning the ITB must be addressed prior to the date set for receipt of bids.

Every request for such interpretations should be submitted via email to Danita Boettner, Procurement Manager, at dboettner@sfswwa.org and to be given consideration must be received at least five (5) days prior to the date set for receipt of bids or April 26, 2023. Other Agency employees do not have the authority to respond on behalf of the Agency.

Any and all such interpretations and any supplemental instruction will be in written addenda or amendment to the ITB, which, if issued, will be sent by email to all prospective Bidders known by the Agency to have received a complete ITB not later than three (3) days prior to the date set for receipt of bids or April 28, 2023. Failure of any Bidder to receive any such addenda or amendment or interpretations shall not relieve Bidder from any obligation under their bid as submitted. All addenda or amendment so issued shall become part of the contract documents.

Addenda or amendment may be obtained from Danita Boettner, Procurement Manager, via email at dboettner@sfswwa.org or website https://www.santafenm.gov/bids_rfps.

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

9. 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 the subject of this ITB, shall apply to the ITB throughout, which will be deemed to be included in the ITB the same as though written out in full.

10. Disclosure of Bid Contents

All bids will become public at time of bid opening, except for the material that is marked proprietary or confidential.

Proprietary or confidential material shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid. Confidential data is generally restricted to confidential financial information about the Bidder's organization and data that qualifies as a trade secret under the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA 1978. The price of products offered or the cost of services bid shall not be designated as proprietary or confidential information.

If a request is received for disclosure of material for which a Bidder has made a written request for confidentiality, the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the bid should be disclosed. Unless the Bidder takes legal action to prevent the disclosure, the bid will be disclosed. The bid shall be open to public inspection subject to any continuing prohibition on disclosing confidential data.

11. Brand Name

Should any specified brands or models be listed incorrectly, discontinued or improved, the Bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.

The Agency reserves the right to evaluate “or equal” or any line of the SOW that does not exactly meet the requirements. The Agency also reserves the right to evaluate based on the make and model submitted by the bidder and review all specifications to ensure that make and model meets or exceeds the specifications listed in the SOW and deny the bid with justification if the minimum requirements are not met.

12. Method of Award

This will be a single vendor award to the lowest responsible Bidder who meets or exceeds all specifications listed in the ITB.

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 also reserves the right to award the ITB to multiple Bidders to meet the needs of the Agency in accordance with §13-1-153 NMSA 1978.

13. Identical Bids

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

14. Contract Award

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on May 18, 2023; however, the meeting's date is tentative and subject to change without notice.

15. Rejection or Cancellation of Bid

The Bid may be canceled, and any or all bids may be rejected in whole or in part, when it is in the Agency's best interest. Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in favor of the Agency. A determination containing the reasons shall be made part of the project file (§13-1-131 NMSA 1978).

16. Prohibit Bidding

If any Bidder is of the opinion that the specifications as written preclude them from submitting a bid for this ITB, the Bidder should make their opinion known to the CPO or their designee, in writing, at least seven (7) days prior to the bid opening date.

17. Protest Deadline

Any protest by a Bidder must be timely submitted and conform to §13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the contract award and will end by the close of business fifteen (15) calendar days after the contract award. Protests must be written and must include the protestor's name and address and the ITB number. Protests must also contain a statement of grounds for protest, including appropriate supporting exhibits, and specify the ruling requested. Protests must be addressed and delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

Protests received after the deadline will not be accepted. The Agency reserves the right to implement the terms of the contract with the successful Bidder during the pendency of the protest.

18. Agency Rights

The Agency reserves the right to accept all or a portion of a bid.

19. Right to Publish

Throughout this procurement process and contract term, potential Bidders and contractors must secure from the Agency written approval before releasing any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bidder's bid or termination of the contract.

20. Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances)

- The term Living Wage refers to the minimum hourly wage necessary for a person to achieve a higher standard of living.
- **Santa Fe's Living Wage**
- Pursuant to the City of Santa Fe Living Wage ordinance, §28-1 SFCC 1987, Effective March 1, 2023, all workers within the City of Santa Fe shall be paid a Living Wage of \$14.03 per hour (APPENDIX E). The City's Living Wage ordinance does not set a minimum wage for tipped workers.
- Santa Fe County's [Living Wage Ordinance](#) was adopted to establish minimum hourly wages.
- Tips are counted as wages and credited towards satisfaction of the minimum wage. As long as a worker is receiving the hourly minimum wage, whether through tips, salary, or a combination of both, the employer is in compliance with the Living Wage Ordinance.
- The March 1, 2023, Living Wage increase is in accordance with County Ordinance and corresponds to the increase in the Consumer Price Index (CPI) for the Western Region or Urban Wage Earners and Clerical Workers. All employers required to have a business license or registration from the County must pay at least the adjusted 2023 Living Wage to employees for all hours worked within the Santa Fe County limits.
- **Effective Date:** Saturday, April 26, 2014
- **Affected Area:** For businesses located throughout Santa Fe County, outside of the incorporated boundaries of the City of Santa Fe, City of Española and the Town of Edgewood.
- **Affected Businesses and Other Employers:**
 - Businesses required by Santa Fe County to have a business license.
 - Santa Fe County government
 - Contractors that enter into a contract after April 26, 2014, with Santa Fe County government for services, including construction services.
 - Businesses who undertake an economic development project and execute a project participation agreement with Santa Fe County.
- **Applies to:** All employees of these affected businesses whether employed on a full-time, part-time or temporary basis, including contingent or contracted workers and those working through a temporary service or an employment agency.
- **The City of Santa Fe and Santa Fe County Living Wage increased to \$14.03 on March 1, 2023**, based on last year's increase of CPI for western region Urban Wage Earners and Clerical Workers. – subject to a Consumer Price Index-based inflationary adjustment on March 1 of each year. (See: <https://santafenm.gov/search-results?keywords=living+wage>)
- **Base Wage for Tipped Employees:** \$4.21 per hour as of March 1, 2023.

21. Preferences in Procurement

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

When a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a:

(1) resident business or Native American resident business to be eight percent lower than the bid actually submitted;
or

(2) resident veteran business or Native American resident veteran business with annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted. **The resident business preference is not cumulative with the resident veteran business or Native American resident veteran business preference.**

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

BIDDER SUBMITTAL CHECKLIST

- BIDDER FORM** must be signed by an authorized representative of the company.
- BID SHEET.** Verify the total written dollar amount matches the total dollar number. Do amounts total correctly? In the event of discrepancies, the dollar value which is WRITTEN out is legally considered the valid price.
- ADDENDA or AMENDMENT** - acknowledge any addenda or amendment issued in reference to this ITB.
- SCOPE OF WORK - GENERAL SPECIFICATIONS QUESTIONNAIRE** – all questions must be answered and submitted with the bid.
- DETAILED INFORMATION** - equipment and other itemized costs, specifications, sales literature, if applicable.
- WARRANTY** – details of manufacturer warranty issued by the bidder.
- COPY OF CITY OF SANTA FE AND/OR SANTA FE COUNTY BUSINESS LICENSE**, if applicable.
- COPY OF STATE OF NEW MEXICO CRS TAX IDENTIFICATION NUMBER.**
- COPY OF RESIDENT BUSINESS OR VETERANS' OR NATIVE AMERICAN PREFERENCE CERTIFICATE** issued by the New Mexico Department of Taxation and Revenue, if applicable.

DEFINITIONS AND TERMS

1. **Addendum or Amendment:** a written or graphic instrument issued prior to the opening of bids, which clarifies, corrects, or changes the ITB.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **Bidder:** means the companies or firms submitting a bid in response to this ITB.
4. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
5. **Central Purchasing Office:** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
6. **Chief Procurement Officer:** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
7. **City:** means the City of Santa Fe.
8. **Close of Business:** means 5:00 p.m. Mountain Time.
9. **Contractor:** means the successful Bidder who enters into a binding contract/agreement.
10. **Contract/Agreement:** means the Agency's Services Agreement for the procurement of items of tangible personal property, services or construction, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms.
11. **Desirable:** means the terms "can," "may," and "should" indicate a discretionary item or factor.
12. **Invitation to Bid:** or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting bids (§13-1-102 NMSA 1978).
13. **Joint Powers Board (JPB):** means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
14. **Landfill:** means the Caja del Rio Landfill.
15. **Mandatory:** means the terms "must," "shall," "will," "is required," and "are required" indicate a mandatory item or factor that will result in the rejection of the Bidder's bid.
16. **Multi-Term Contract:** means a contract having a term longer than one year (§13-1-68 NMSA 1978).
17. **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
18. **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 described in the invitation to bid (§13-1-82 NMSA 1978).

- 19. Responsive Bid:** means an offer that conforms materially to the requirements in the invitation to bid. Material respects of the invitation to bid include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-84 NMSA 1978).
- 20. Services:** means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but do not include construction or the services of employees of the Agency (§13-1-87 NMSA 1978).
- 21. Staff:** means any individual who is a full-time, part-time, or independently contracted employee with the Bidders' company.
- 22. Written:** means typewritten on standard 8½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

SCOPE OF WORK

1. Purpose

The NMED requires that daily cover be applied to the working face at the conclusion of each day's operation to reduce odors, nuisance, vectors, fires, litter, and unsightliness of the facility. Daily cover is a six-inch layer of earth or approved alternate, which includes an automated tarping machine (ATM). The use of an ATM reduces the amount of dirt that fills valuable space in the landfill, thus maximizing the life and reducing the operational costs associated with landfill operation.

The Agency is requesting bids for a new Tarpomatic 40-foot ATM with all necessary components, spools, tarps and freight. The machine must be compatible with the existing 2015 Tarpomatic machine spool and tarps. The purpose of this brand specific bid is to have continuity and compatibility.

Bidder must document any variation or deviation from these specifications.

2. General Specifications

QUESTIONNAIRE

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 expectations".

DESCRIPTION - Automatic Tarping Machine (ATM):	YES	NO
1. One - New Condition 40' Tarpomatic ATM Generation IV tarping machine. Must be a self-contained unit and shall require no wired remote connection to operate. The machine shall easily attach to the push blade of either a Dozer or a Trash Compactor and shall also detach easily to be set out of the way while not in use.	_____	_____
2. A wireless remote system must be included - with controls that allow push button power on/off, hydraulic arms raise/lower, tarps deploy/retract, drive shaft engage/disengage, hydraulic top spool arm lock/unlock, lights on/off.	_____	_____
3. The Bidder shall provide additional electric controls which can be tethered inside the host cab.	_____	_____
4. Unit shall include a Caterpillar, C1.1, tier four water cooled, diesel engine with approximately 26.5 peak horsepower, 47.6 ft-lb @2600 RPM.	_____	_____
5. Unit shall have an engine shutdown protection system.	_____	_____
6. Unit shall have an engine enclosure for added protection.	_____	_____

DESCRIPTION - Automatic Tarping Machine (ATM):	YES	NO
7. Diesel storage area must be contained within the main frame of the machine, for added protection.	_____	_____
8. Two Group 31 Stud (925CCA each battery) included.	_____	_____
9. 40 AMP alternator included.	_____	_____
10. LED lighting system included.	_____	_____
11. A camera/monitor system shall be installed to assist in engaging/disengaging tarp spools.	_____	_____
12. Unit shall include an electrically controlled hydraulic system with system pressure of 3,000 PSI and flow rate of 6 GPM at 2000 RPM (Pump Revolutions).	_____	_____
13. Unit shall include hydraulically operated spool top locking arms.	_____	_____
14. Unit shall have hydraulically operated carrying arms capable of carrying the detachable tarp rolling spools with the specified number of tarps attached.	_____	_____
15. Unit shall include a heavy-duty hydraulic drive motor coupled via u-joint to a drive shaft for rotating tarp spools. The hydraulic drive motor, drive shaft and tarp spool shall be coaxially aligned. A hydraulic cylinder will be used to engage/disengage the drive shaft from the tarp spool.	_____	_____
16. Unit shall be capable of rolling up and laying down two 40' X 150' tarps that have 3/4" cables installed approximately every 11 feet.	_____	_____
17. A total of two (2) detachable tarp rolling spools will be included and shall be of sufficient diameter and strength to handle two 40' X 150' fully weighted tarps per spool.	_____	_____
18. Two 40' X 150' tarps with 3/8" chain installed into reinforced pockets along both 150-foot sides and 3/4" crossing cables installed every 11 feet shall be supplied with the machines. The 3/4" crossing cables installed into fifteen crossing pockets per tarp shall be anchored via Cable Keepers attached to web loop at each pocket end.	_____	_____
19. Bidder shall meet fabric specifications included with this bid.	_____	_____

DESCRIPTION - Automatic Tarping Machine (ATM):	YES	NO
20. Bidder shall fabricate, provide, and install one set of fully adjustable mounting brackets capable of mounting to either a Dozer or Trash Compactor.	_____	_____
21. A copy of the owner/operator's manual shall be supplied at the time of unit delivery.	_____	_____
22. The bid price shall include any travel expenses for Bidder personnel and any transportation costs for Bidder's equipment.	_____	_____
23. Equipment shall be delivered FOB to required address.	_____	_____

3. Warranty Requirements

Warranty required for material and workmanship for a minimum of one year. The warranty shall begin when the Agency accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. **All details of warranties shall be included with the bid.**

4. Manuals and Training

Bidder shall provide a complete owner/operator's manuals at the time of delivery.

Bidder shall provide training to the staff in the operation and routine maintenance of the Tarpomatic ATM, and associated components. The Bidder shall remain available for consultation with the Agency staff, should assistance be necessary for maintenance or repair.

BID SHEET

Santa Fe Solid Waste Management Agency

Tarpomatic Automatic Tarping Machine, Spools and Tarps for the Caja del Rio Landfill

ITEM	DESCRIPTION	PRICE
1	One (1) New Tarpomatic Automatic Tarping Machine – ATM 40-foot wide Gen. IV, or newer. Including the general specifications listed in the Scope of Work and the following; <ul style="list-style-type: none">• One (1) tarp spool assembly and hydraulic top spool locks.• Wireless remote control with push button start.• Adjustable brackets.• Camera on drive end, to line spool up and engage drive shaft.• Engine security enclosure.• Full pan arm hood (Hinged)	\$
2	One (1) Additional Detachable Tarping Spool Assembly – 40-foot in length built to support two 40' x 150' fully weighted tarps per spool	\$
3	Two (2) Fire Retardant Tarps - 40' x 150' tarps with 3/8" chain installed into reinforced pockets along both 150-foot sides and 3/4" crossing cables installed into fifteen crossing pockets per tarp and anchored via Cable Keepers attached to web loop at each pocket end.	\$
4	Freight –to Caja del Rio Landfill, Santa Fe, NM	\$
Total		\$
Bid Written in Words.		

TARP FABRIC SPECIFICATIONS

FABRENE®

INDUSTRIAL SYNTHETIC FABRICS

FABRENE® RTGPN9N9

Made from high density polyethylene tapes, coated on both sides with low density polyethylene.
Contains a flame retardant additive.

<u>PROPERTY</u>	<u>UNIT</u>		<u>VALUES</u>	<u>TEST METHOD</u>
Unit Weight	oz/yd ²		9.4	ASTM D 3776
Warp Construction	Tapes/in	Warp	23.9	ASTM D 3775
	Tapes/in	Weft	16	
Widths	in		up to 144	
Tensile Grab Strength	lbf	Warp	495	ASTM D 751
	lbf	Weft	342	
Tear Strength * (tongue)	lbf	Warp	112	ASTM D 2261
	lbf	Weft	129	
Coating	mil	Light Yellow	2	ASTM D 1777 MOD
	mil	Light Yellow	2	
Flammability			Class A	ASTM E 84-94
Mullen Burst Strength	psi		595	ASTM D 751
Flammability			Pass	NFPA 701 L
Flammability			Pass	CAN/ULC-S109-M87 L
Water Vapour Transmission	g/100in ² /24hrs		.2	ASTM E 96 Proc A
Nominal Thickness	mil		24	ASTM D 1777 MOD

* Includes force to shift tapes - Tear may be crosswise to direction of force.

Fabrene® RTGPN9N9 contains some ultraviolet inhibitors.
For further information, contact your FABRENE Inc. representative.

Suggested Applications: General purpose tarps. Daily Landfill Covers.

NOTE: These values are typical data and are not intended as limiting specifications.

Date: 12/05/14

SALES INQUIRIES

Fabrene Inc.
Tel: (888) 322-7363 ext 234
Tel: (705) 476-7057 ext 234
Fax: (705) 476-7787

ORDER DESK

North Bay, ON, Canada
Tel: (888) FABRENE
(888) 322-7363
ext. 222 or 226
Fax: (705) 476-0665

MAILING ADDRESS

Fabrene Inc.
240 Dupont Rd.
P.O. Box 4040
North Bay, ON, Canada
P1B 9B4

