

CITY OF SANTA FE
CENTRAL PURCHASING OFFICE

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

INVITATION TO BID (ITB)

**ON-CALL TRUCK SCALE CALIBRATION, MAINTENANCE,
AND REPAIR SERVICES**

ITB 24/32/B

NIGP Commodity Code: 78063, 78082, 78084

DUE:

**October 3, 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 24/32/B

EVENT	DATE
Advertisement/Release Date	September 5, 2023
Deadline to Submit Questions	September 27, 2023
Deadline to Response to Written Questions and Any Addendum/Amendment	September 29, 2023
Receipt of Bids	October 3, 2023 at 2:00 p.m. MDT Bids are to be uploaded to the following ShareFile link: https://cityofsantafenm.sharefile.com/r-2e1c990e0b104cada29f9959d0ebfbcc
Recommendation of Award to Joint Powers Board	October 19, 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/j/84208314187?pwd=dkx0ZHZmc3k3ZVpKOTdwdEU0aDRNQOT09>

All Bidders must notify the CPO or designee if any employee(s) of the Agency or the office of CPO have a financial interest in the Bidder:

No financial interest **Yes financial interest**

If yes specify by name: _____

BIDDER FORM

Having read the Terms and Conditions and examined the Scope of Work (SOW) and Specifications for ITB No. 24/32/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.

Bids must be submitted electronically, via ShareFile only.
Mailed, Faxed, and Emailed bids will not be accepted.

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 Tuesday, October 3, 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 delivery as late-delivered bids will be determined to be non-responsive, no matter whose fault it was.

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 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 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.

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 September 27, 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 September 29, 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.

The CPO or designee shall have the right to waive technical irregularities, and to award the Bidder whose bid is deemed to be in the best interest of the City.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten.

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 October 19, 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@santafem.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. New Mexico/Native American Resident Preferences in Procurement

New Mexico Resident Business Preference / Native American Resident Preference: To receive a New Mexico Resident Business Preference or Native American Resident Preference pursuant to §13-1-22 NMSA 1978 (as amended), 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) New Mexico 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 New Mexico Resident Business or Native American Resident Business Preference is not cumulative with the New Mexico 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.
- DETAILED INFORMATION** - equipment and other itemized costs, specifications, sales literature, if applicable.
- 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 NEW MEXICO RESIDENT BUSINESS OR VETERANS' OR NATIVE AMERICAN BUSINESS OR VETERANS' 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 Santa Fe Solid Waste Management Agency (Agency) is a self-sustaining enterprise fund which relies solely on user fees and revenues from the sale of recyclable material to fund its operations. These fees and revenues are determined based upon weights obtained by the scales at both the Caja del Rio Landfill (Landfill) and at the Buckman Road Recycling and Transfer Station (BuRRT). Both facilities have inbound and outbound scales to track material entering and exiting the facilities.

The Landfill accepts municipal solid waste (MSW), construction and demolition debris, and is approved for two special waste categories: petroleum contaminated soil and sludge. Fees are assessed on a per ton basis. Only commercial trucks and self-dumping trailers are handled at the Landfill. The Landfill has an inbound and outbound scale which consists of a 10 ft. x 70 ft. concrete decks and associated pits to accommodate the scales. The scales were originally installed in 1997 when the Landfill opened. However, the inbound scale was overhauled in 2012 and the outbound scale was replaced in 2014. In 2022, the inbound scale was then converted from a mechanical/analog scale to a load cell/digital scale to match the outbound scale.

BuRRT accepts municipal solid waste from small vehicles and trailers that are not self-dumping. BuRRT also accepts recyclable materials such as conventional recyclables, green waste, white goods, scrap metals, scrap tires, electronic waste, and household hazardous waste. Fees are assessed either on a per ton basis or per vehicle. Material processed at BuRRT is hauled to either the Landfill or to various locations around the country to be recycled. Therefore, semi-trucks are loaded with the various materials in a manner that meets local, state, and federal laws when exiting the facility. BuRRT has a 10 ft. x 70 ft. outbound scale which consist of metal decks and associated pits to accommodate the scale. The outbound scale was installed in 1997 and has not been overhauled. The inbound scale was replaced and the pit was expanded in 2016 to accommodate a 10 ft. x 70 ft. scale.

The inbound and outbound indicators at each location are set up to communicate with each other in the event that a computer goes down at the inbound or outbound side. To accomplish this, COMM ports are setup to allow information to be shared between computers. Carolina Software (WasteWorks) is used to track tonnages and revenues from each of the facilities.

To properly calibrate, maintain, and repair the scales at both the Landfill and at BuRRT, the Agency is requesting bids from established Bidders who can provide the necessary calibration, maintenance and repair of the scales at its facilities. All Bidders shall be compliant with local, state and federal laws and regulations governing the calibration, maintenance and repair of scales and associated scale indicator equipment.

Bidder must document any variation or deviation from these specifications.

2. General Specifications

The following is the scope of work necessary for calibration, maintenance and repair of the scales at the Landfill and BuRRT. All scales at the Landfill and BuRRT are permanent scales. The requirements listed below are listed in four (4) segments:

- Inspection, Calibration and Certification of Scales;
- Non-Emergency Maintenance and Repair (Routine);
- Parts; and
- Emergency Repair.

1) Inspection, Calibration and Certification of Permanent Truck Scales

Perform inspection, calibration and certification on both the inbound and outbound scales at both the Landfill and at BuRRT up to four (4) times per year (one per quarter) and/or when authorized via purchase order. The inspection, calibration and certification shall include:

- Scale pit inspection (4 pits)
- Weight calibration to assure scale accuracy (4 scales)
- Weight indicator calibration (4 indicators)
- Certify scale is accurate as per New Mexico Department of Agriculture guidelines (4 scales, 4 indicators, 4 external displays).

Details of the scales listed in the Bid Sheet are as follows:

Item	Location	Description
1A	Caja del Rio Landfill 149 Wildlife Way Santa Fe, NM 87506	<u>Inbound Scale</u> 10 ft. x 70 ft. Concrete Deck with Pit Mettler Toledo Digital Scale Mettler Toledo IND 570 Indicator (Inside/Outside)
1B	Caja del Rio Landfill 149 Wildlife Way Santa Fe, NM 87506	<u>Outbound Scale</u> 10 ft. x 70 ft. Concrete Deck with Pit Mettler Toledo Digital Scale Mettler Toledo IND 560 Indicator (Inside/Outside)
2A	BuRRT 2600 Buckman Road Santa Fe, NM 87506	<u>Inbound Scale</u> 10 ft. x 70 ft. Metal Deck with Pit Mettler Toledo Digital Scale Mettler Toledo IND 2460 Indicator (Inside/Outside)
2B	BuRRT 2600 Buckman Road Santa Fe, NM 87506	<u>Outbound Scale</u> 10 ft. x 70 ft. Metal Deck with Pit Cardinal Mechanical Scale Fairbanks Indicator (Inside/Outside)

2) Non-Emergency Maintenance and Repair (Routine)

Non-emergency maintenance and repairs, including supplemental inspection, calibration, and certification as a result of an issue with the scale(s) will be performed on an “as-required basis.” Initial response to any service request for non-emergency type work will take place within seven (7) days. This response will consist of diagnosis of the scale problems and cost estimates (quotes) for the maintenance and/or repair. On-site maintenance and/or repairs will begin as soon as the Agency has authorized the maintenance and/or repairs and within replacement part constraints. Replacement parts will be quoted / invoiced as per the established guidelines within the contract. Non-emergency repairs will be based upon the following:

Item	Description
3	Routine maintenance work/repair of scales, as required.
4	Travel time for routine maintenance work/repair.

5	Mobilization/Travel Mileage for use of service/calibration truck for routine maintenance work/repair (Fuel surcharges to be excluded)
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3) Parts

The parts required for repair of the scale from a manufacturer will be provided per discount prices established as part of the requested bid.

Item	Description
6	Percent discount from manufacturer's list price on parts.

4) Emergency Repair

Emergency repair such as inspection, calibration, repairs, and certification will be performed on an “as-required basis.” Initial response to any service request will take place within twenty-four (24) hours. This response will consist of diagnosis of the scale problems and cost estimates (quotes) for the repair. Emergency repairs will begin as soon as the Agency authorized the repairs and within replacement part constraints. Replacement parts will be quoted / invoiced as per the established guidelines within the contract. Emergency repairs will be based upon the following:

Item	Description
7	Emergency work/repair of scales, as required.
8	Travel time for emergency work/repair.
9	Mobilization/Travel Mileage for use of service/calibration truck for emergency work/repair (Fuel surcharges to be excluded)

3. Fuel Surcharge/Miscellaneous Fees

Fuel surcharges and miscellaneous fees will be billed and assessed at the time of invoicing, based upon mutual agreement between the awarded Contractor and the Agency.

BID SHEET**Santa Fe Solid Waste Management Agency****On-Call Truck Scale Calibration, Maintenance, and Repair Services**

ITEM	DESCRIPTION	UNIT	PRICE
1	Inspection, calibration, and certification at Landfill – 2 scales	per quarter	
2	Inspection, calibration, and certification at BuRRT – 2 scales	per quarter	
3	Labor for non-emergency/routine work/repair - at location	per hour	
4	Travel time for non-emergency/routine work/repair	per hour	
5	Mobilization/Travel Mileage - service/calibration truck for non-emergency/routine work/repair	per mile	
6	Discount from manufacturer's list price on parts	percent	
7	Labor for emergency work/repair – at location	per hour	
8	Travel time for emergency work/repair	per hour	
9	Mobilization/Travel Mileage - service/calibration truck for emergency work/repair	per mile	

SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
Contractor

(On-Call Truck Scale Calibration, Maintenance, and Repair - 2023)

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and _____, (“Contractor”) for on-call truck scale calibration, maintenance, and repair services as described in ITB No. 24/32/B and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in the Scope of Services attached hereto in Exhibit A, and all related Contract Documents, including Contractor’s Bid for ITB No. 24/32/B.

2. STANDARDS OF PERFORMANCE; LICENSES

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

B. 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. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed _____ (\$X,XXX.00).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth on the Contractor's bid form in the Scope of Services attached hereto in Exhibit A.

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

4. 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 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on October 19, 2024, unless it is terminated sooner pursuant to Article 6 below.

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.

6. TERMINATION

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if the Contractor fails to meet the provisions for this Agreement, 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.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Contractor, its agents, and its employees are independent contractors performing 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.

8. 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.

9. CONFLICT OF INTEREST

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.

10. 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. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. 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.

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial 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 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 also 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of 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.

20. 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.

21. 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.

22. 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 paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

23. WARRANTY

All services, equipment, materials, parts or supplies provided by Contractor shall be covered by the most favorable commercial warranty, as indicated in the Contract Documents, including the Contractor's bid. The warranty shall begin when the Agency accepts deliverables from the Contractor. The warranty contract shall be solely with the Contractor and the Contractor shall be responsible for ensuring all warranty work is satisfactorily completed on any product under this Agreement. The Contractor shall respond to all requests for warranty repair within three (3) hours of notification by the Agency.

24. 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, §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 kick-backs.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Michael Garcia
Chairperson

Date:

ATTEST:

Kristine Bustos Mihelcic
Santa Fe City Clerk

Date:

CONTRACTOR:

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

Scope of Services