

CITY OF SANTA FE
for
SANTA FE SOLID WASTE MANAGEMENT AGENCY

INVITATION TO BID
FLEET VEHICLE, HEAVY-DUTY TRUCK AND TRAILER REPAIRS
(PARTS AND LABOR)

ITB No. '21/01/B

BID DUE:

JULY 28, 2020
2:00 P.M.

PURCHASING DIVISION
CITY OF SANTA FE
200 LINCOLN AVE., ROOM 122
SANTA FE, NEW MEXICO 87501
Purchasing@santafenm.gov

Table of Contents

INVITATION TO BID	1
BID SCHEDULE.....	3
INSTRUCTIONS TO BIDDERS.....	4
1. RECEIPT AND OPENING OF BIDS.....	4
2. PREPARATION OF BID	4
3. BID SECURITY	4
4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT.....	6
5. APPLICATION OF PREFERENCES IN PROCUREMENT.....	6
6. ADDENDA AND INTERPRETATIONS	7
7. POWER OF ATTORNEY.....	7
8. LAWS AND REGULATIONS.....	7
9. COLLUSION.....	8
10. METHOD OF AWARD	8
11. IDENTICAL BIDS	8
12. PROTESTS AND RESOLUTIONS PROCEDURES	8
13. PUBLIC INFORMATION	8
14. BRAND NAMES.....	9
15. TAX EXEMPT	9
16. COMPLIANCE WITH THE CITY OF SANTA FE AND SANTA FE COUNTY'S MINIMUM WAGE RATE ORDINANCES (LIVING WAGE ORDINANCES)	9
17. SUBCONTRACTORS, SUPPLIERS AND OTHERS.....	9
DEFINITIONS AND TERMS	12
SPECIAL CONDITIONS.....	14
1. GENERAL.....	14
2. ASSIGNMENT.....	14
3. VARIATION IN SCOPE OF WORK	14
4. DISCOUNTS	14
5. TAXES.....	14
6. INVOICING	14
7. METHOD OF PAYMENT	15
8. DEFAULT	15
9. NON-DISCRIMINATION	15
10. NON-COLLUSION.....	15
11. WARRANTY	16

12.	MULTIPLE AWARD.....	16
13.	INDEFINITE QUANTITY PRICE AGREEMENT.....	16
14.	PRICE ADJUSTMENTS.....	16
15.	PROCUREMENT UNDER EXISTING CONTRACTS.....	16
16.	INSURANCE REQUIREMENTS.....	17
17.	TERM	17
	SPECIFICATIONS.....	18
	BID SUBMITTAL FORM.....	20
	BID FORM.....	22
	APPENDIX A - LIST OF FLEET VEHICLES, HEAVY-DUTY TRUCKS AND TRAILERS.....	24
	APPENDIX B - BIDDER QUESTIONNAIRE.....	26
	APPENDIX C - SAMPLE PRICE AGREEMENT.....	28

INVITATION TO BID

ITB No. '21/01/B

Bids will be received electronically by the City of Santa Fe Purchasing Division on behalf of the Santa Fe Solid Waste Management Agency until **2:00 p.m. local prevailing time on Tuesday, July 28, 2020** for:

FLEET VEHICLE, HEAVY-DUTY TRUCK AND TRAILER REPAIRS (PARTS AND LABOR)

The purpose of this Invitation to Bid (ITB) is to procure parts and labor for the Agency's fleet vehicles, heavy-duty trucks, and trailers at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in Santa Fe, NM.

A **non-mandatory** pre-bid teleconference will be held on Friday, July 10, 2020, at 10:00 a.m. The telephone dial-in number is (505) 819-0171 and the access code is 100. It is the Bidder's responsibility to ensure that they have thoroughly reviewed all aspects of the ITB bid document prior to the pre-bid teleconference.

Any revisions to be incorporated into this bid document arising from discussions before, during, and subsequent to the pre-bid teleconference will be established in writing by addendum(s) prior to the bid due date. No oral interpretations of the bid document will be binding.

The bid document and subsequent addendum(s), if any, are available by contacting Fran Dunaway, CPO, CNMB, City of Santa Fe, Purchasing Division, at fdunaway@santafenm.gov or by downloading from the City of Santa Fe website, <http://www.santafenm.gov/bids.aspx>.

Bids must be submitted on the Bid Form provided herewith. Bidder shall bid all items listed on the Bid Form. Each Bidder shall conform to the conditions specified in the section entitled Instructions to Bidders. Bids may be held for sixty (60) days subject to action by the Agency. The Agency reserves the right to reject any or all bids in part or in whole.

Due to the ongoing COVID-19 pandemic, bids must be submitted to the City of Santa Fe Purchasing Staff via email at Purchasing@santafenm.gov. Courier and hand deliveries of bids will not be accepted by the City. Bids received after the time and date specified for the opening of bids will not be accepted.

The Agency reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids received, whenever such waiver or rejection is in the best interest of the Agency.


Request for additional information or questions related to this bid document should be directed to Danita Boettner, P.E., via email at dboettner@sfswwma.org or by telephone (505) 424-1850, ext. 110.

The Bidder's attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over said items shall

apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full.

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

ATTEST:



Fran Dunaway, CPO, CNMB
Purchasing Officer

Received by the Santa Fe New Mexican on June 25, 2020
To be published on June 29, 2020

Received by the Albuquerque Journal on June 25, 2020
To be published on June 29, 2020

BID SCHEDULE

ITB No. '21/01/B

EVENT	DATE
Advertisement	June 29, 2020
Issuance of ITB	June 29, 2020
Non-Mandatory Pre-Bid Teleconference	July 10, 2020 at 10:00 a.m. Local Prevailing Time
Receipts of Bids	July 28, 2020 at 2:00 p.m. Local Prevailing Time Electronically Submitted to the City of Santa Fe Purchasing Division Purchasing@santafenm.gov
Recommendation of Award to Joint Powers Board	August 20, 2020

The Agency reserves the right to modify the dates and times mentioned above if an addendum is required to extend the bid due date or withdraw the ITB due to significant justification(s) that are in the best interest of the Agency.

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Santa Fe Solid Waste Management Agency (herein called "Agency"), invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City of Santa Fe Purchasing Division via electronic submittal only until **2:00 p.m. local prevailing time on Tuesday, July 28, 2020**. Due to the ongoing COVID-19 pandemic there will not be a public bid opening but the results will be posted to the City of Santa Fe website.

Bids must be received electronically via email only to the City of Santa Fe Purchasing Staff at Purchasing@santafenm.gov. No late bids will be accepted. Bidders should include lead-time for email delivery, as late-delivered bids will be determined to be non-responsive, no matter whose fault it was.

The email subject line should clearly indicate the following:

- ITB No.: '21/01/B
- ITB Title: Fleet Vehicle, Heavy-Duty Truck and Trailer Repairs (Parts and Labor)

The email body must include the following:

- ITB number and title
- Bidder's information
 - Company Name
 - Address
 - Signatory Authority Name and Email Address

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

2. PREPARATION OF BID

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

3. BID SECURITY

None required.

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

Liquidated damages are not applicable to this bid.

5. **APPLICATION OF PREFERENCES IN PROCUREMENT**

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

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

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

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

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

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

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

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

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

6. ADDENDA AND INTERPRETATIONS

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

Every request for such interpretations should be submitted via email to Fran Dunaway, CPO, CNMB, Purchasing Officer at fdunaway@santafenm.gov and to be given consideration must be received at least five (5) days prior to the date set for the receiving of bids.

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

Addenda may be obtained from the City of Santa Fe, Purchasing Division via email from Fran Dunaway, CPO, CNMB, Purchasing Officer at fdunaway@santafenm.gov. Addenda will also be available at <http://www.santafenm.gov/bids.aspx>.

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

7. POWER OF ATTORNEY

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

8. LAWS AND REGULATIONS

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

9. COLLUSION

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

10. METHOD OF AWARD

The Agency reserves the right to award the ITB to the responsible Bidder(s) submitting a responsive bid with resulting agreements that are most advantageous and in the best interest of the Agency. The Agency reserves the right to award the ITB to multiple Bidders to meet the needs of the Agency in accordance with Section 13-1-153 NMSA 1978.

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

11. IDENTICAL BIDS

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

12. PROTESTS AND RESOLUTIONS PROCEDURES

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

13. PUBLIC INFORMATION

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

14. BRAND NAMES

All brand names specified in this bid are not meant to be restrictive, but to be used as descriptive or equal specification. Bidder should include enough information with the bid submitted so this determination can be made.

15. TAX EXEMPT

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

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

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

17. SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

shall apply, however, to that portion of contracts for construction, improvement or repair of streets or highways which covers street lighting and traffic signals.

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

- F. For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT 13-4-31...43 NMSA 1978" summarized as follows, shall apply.
- (1) A Bidder may not substitute any Subcontractor listed unless the Agency approves in writing the substitution based on the following situations:
 - i. The Subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;
 - ii. The Subcontractor fails or refuses to perform;
 - iii. The Bidder demonstrates to the Agency that the listed Subcontractor was due to an inadvertent clerical error;
 - iv. Acceptance of an alternate by the Agency causes the original Subcontractor's bid not to be low;
 - v. The Bidder can substantiate to the Agency that a Subcontractor's bid is incomplete, or;
 - vi. The Subcontractor fails or refuses to meet bond requirements of the Bidder.
 - (2) Prior to the approval of the contractor's request for substitution, the Owner shall give notice to the listed Subcontractor by certified mail. The Subcontractor shall have five (5) working days to submit written objections to the Agency. Failure to respond shall constitute Subcontractor's consent to the substitution. If written objections are received, the Agency shall give five (5) working days for notice of a hearing.
 - (3) No other substitutions of Subcontractors may be permitted by the Bidder, other than for requested change orders in the scope of the work or unless the Bidder can show that no bids were received.
 - (4) It shall be the responsibility of the Subcontractor to be prepared to submit performance or payment bonds if requested by the Bidder. If the Subcontractor, as per the provisions of item 1 above. (The requirement of such bonding must be included in the Bidder's written or published request for Subcontract bids).
 - (5) If the Bidder does not specify a Subcontractor, they represent that they shall perform the work.

- (6) If the Bidder is claiming an inadvertent clerical error, notice shall be given to the Agency and the involved Subcontractor within two (2) working days of the bid opening. The Subcontractor shall have six (6) working days from the bid opening to submit written objections. Failure to respond shall constitute Subcontractor's agreement that an error was made.
- (7) If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.
- (8) By State statute, violation of this act may allow the Agency to cancel the Contract or assess the Bidder a penalty up to ten (10) percent of the subcontract involved, but in no case less than the difference between the amount of the listed Subcontractor and the Subcontractor used. The Bidder shall be entitled a hearing after notice of intent to assess a penalty.
- (9) If a hearing is held, the dispute shall be stated in writing and the Agency shall evaluate the issues of both sides and render a determination within ten (10) days of the hearing and provide the parties with a written copy of the decision by certified mail. The Agency may also refer the matter to arbitration.

Remainder of Page Intentionally Left Blank

DEFINITIONS AND TERMS

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

16. **Responsible Bidder:** means a bidder who submits a responsive bid and who has furnished, when required, information and data to prove that the bidder's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the invitation to bid (Section 13-1-82 NMSA 1978).
17. **Responsive Bid:** means a bid that conforms in all material respects to the requirements set forth in the invitation to bid. Material respects of a bid include, but are not limited to, price, quality, quantity, or delivery requirements (Section 13-1-84 NMSA 1978).
18. The terms **must, shall, will, is required, or are required** identify a mandatory item or factor.
19. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

Remainder of Page Intentionally Left Blank

SPECIAL CONDITIONS

1. GENERAL

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

2. ASSIGNMENT

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

3. VARIATION IN SCOPE OF WORK

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

4. DISCOUNTS

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

5. TAXES

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

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

6. INVOICING

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

- (B) 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.

7. METHOD OF PAYMENT

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

8. DEFAULT

The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the Contractor fails to meet the provisions of 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 the failure to perform is due to causes beyond the control of and not the fault of Contractor and if these causes have been made known to the Agency in written form within five (5) working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the state or of the federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

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

10. NON-COLLUSION

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

11. WARRANTY

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

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

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

12. MULTIPLE AWARD

Pursuant to Sections 13-1-153 and 13-1-154 NMSA 1978, the Agency reserves the right to issue multiple awards to obtain the items specified. Multiple awards are recommended to ensure availability and timely delivery of services. The Agency may award contracts to multiple bidders under the indefinite quantity price agreement or "on-call" procurement process.

13. INDEFINITE QUANTITY PRICE AGREEMENT

The items and/or services to be ordered shall be listed on the Bid Form. All orders issued hereunder will bear both an order number and this Price Agreement number (i.e., ITB No. '21/01/B). It is understood that no guarantee or warranty is made or implied by the Agency that any order for any definite quantity will be issued under this Price Agreement. The Bidder is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

14. PRICE ADJUSTMENTS

Unless otherwise stated in the bid document, prices quoted on the Bid Form are to be firm for the duration of the contract. Any request for a price adjustment is subject to approval by the Joint Powers Board. The Contractor shall submit to the Agency sufficient justification to support the Contractor's request.

15. PROCUREMENT UNDER EXISTING CONTRACTS

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

16. INSURANCE REQUIREMENTS

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

17. TERM

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

Remainder of Page Intentionally Left Blank

SPECIFICATIONS

ITB No. '21/01/B

FLEET VEHICLE, HEAVY-DUTY TRUCK AND TRAILER REPAIRS (PARTS AND LABOR)

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

The Agency is requesting bids for parts and labor for repairs on fleet vehicles, heavy-duty trucks and trailers operated at the Landfill and BuRRT.

The Agency operates an array of fleet vehicles, heavy-duty trucks and trailers in support of its operations. Appendix A lists the units covered by the ITB. The Agency performs routine maintenance service on its fleet and conducts repairs as its resources allow.

This ITB seeks to establish a price agreement(s) with qualified vendors for parts and labor (repairs) beyond the capacity of the Agency's maintenance department.

Bidders are required to indicate on the Basic Qualification Standard sheet either "meets or exceeds specifications" or "does not meet specifications" by placing a check in the appropriate "YES" or "NO" column. Failure to indicate either "YES" or "NO" will be evaluated as "does not meet specifications".

Bidders must indicate the unit(s) in Appendix A they have the capacity to offer services for. Additional units may be added to the Agency's inventory in the future and shall be covered by the price agreement(s).

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

* Hot-shot parts
 deliver only *

Meets or Exceeds Specification ?	Basic Qualification Standard
Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Factory trained service technicians.
Y <input type="checkbox"/> N <input type="checkbox"/>	Repair facility within 80 miles of Santa Fe, NM.
Y <input type="checkbox"/> N <input type="checkbox"/>	Past experience with repairs, parts and/or service of covered units.
Y <input type="checkbox"/> N <input type="checkbox"/>	Access to factory service, repair and parts manuals for covered units.
Y <input type="checkbox"/> N <input type="checkbox"/>	Field service – on-site field diagnostics and repairs (at Agency’s facilities).
Y <input type="checkbox"/> N <input type="checkbox"/>	Shop service – at Bidder’s repair shop.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Parts discount off of vendor’s most current list price.
Y <input type="checkbox"/> N <input type="checkbox"/>	Labor/service hourly rates by class.
Y <input type="checkbox"/> N <input type="checkbox"/>	All work to be professionally diagnosed prior to repairs being performed. Bidder shall notify Agency of diagnostic results and issue a written estimate of repair costs (hourly labor charges, parts, materials, number of days the unit will be down for repairs, etc.). In the event a partial or complete tear-down is required to diagnose repair, Bidder must receive written authorization from the Agency prior to commencing tear-down.
Y <input type="checkbox"/> N <input type="checkbox"/>	Bidder shall respond to all requests for repair within three (3) hours of notification. All authorized repairs shall be commenced within three (3) business days of receipt of Notice to Proceed.
Y <input type="checkbox"/> N <input type="checkbox"/>	All repairs shall be completed within fifteen (15) working days of receipt by Bidder of Notice to Proceed from the Agency. This period may be extended at the option of the Agency and such extension shall be documented in writing.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Bidder carries an adequate inventory supply of parts and materials to serve the Agency’s needs without undue delays. If the Bidder does not have required parts and materials on hand, Bidder has ready access to same from a third-party vendor.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Agency retains ownership of, and reserves the right to request the return of any part(s), accessory(ies), assembly(ies) or sub-assembly(ies) replaced on unit.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	All parts, fluids, and materials must be new and conform to original manufacturer’s specification. Rebuilt assemblies or parts may be used with the approval of the Agency.
Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	If the repairs are not properly performed, the unit shall be returned for corrective repairs at no additional cost to the Agency.
Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Bidder shall comply with federal, state, and local environmental regulations. No additional charge will be accepted by the Agency for the legal disposal of any used fluids or parts such as motor oil, anti-freeze, batteries, tires, etc.

N/A

N/A

SANTA FE SOLID WASTE MANAGEMENT AGENCY

BID SUBMITTAL FORM

ITB No. '21/01/B

EXCEPTIONS TO SPECIFICATIONS

Bidder must check one of the following:

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

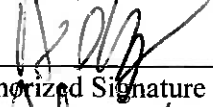
All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph(s) and explained in detail. Attach as many pages as necessary. If no exceptions are noted, it will be assumed that the bid meets all specifications, terms, and conditions as stated in this complete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

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

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

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

Parts Plus of New Mexico, Inc.
Firm/Company Name


Authorized Signature

Adam Heger
Printed Name

adamh@partsplusnm.com
Email Address

5900 Office Blvd NE
Mailing Address

ABQ, NM 87109
City, State & Zip Code

President
Title

505-341-7000
Telephone Number / Fax Number

ADDITIONAL SUBMITTAL REQUIREMENTS

Bidder must complete and submit with their bid:

- Any addenda issued in reference to this ITB
- Basic Qualification Standard Sheet
- Appendix A - Fleet List
- Appendix B – Bidder Questionnaire
- Copy of City of Santa Fe Business License
- Copy of State of New Mexico CRS Tax Identification Number
- Copy of Resident Business Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.
- Copy of Resident Veterans Business Preference Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.

Remainder of Page Intentionally Left Blank

BID FORM

ITB No. '21/01/B

Service Labor Rates		
Service Labor Class	Rate⁽¹⁾	Unit
Shop Service Technician	\$	Per Hour
Field Service Technician	\$	Per Hour
Shop Mechanic	\$	Per Hour
Field Mechanic	\$	Per Hour
Shop Laborer	\$	Per Hour
Field Laborer	\$	Per Hour
Shop Helper	\$	Per Hour
Field Helper	\$	Per Hour
Machinist	\$	Per Hour
Welder/Fabricator	\$	Per Hour
Diagnostics	\$	Per Hour
Emergency Call/Weekends ⁽²⁾	\$	Per Hour
Other Labor Classes Offered by Bidder		
	\$	Per Hour
	\$	Per Hour
	\$	Per Hour

N/A

Parts Discount	
Parts discount off of Bidder's most current list price	at least 50% off %

- (1) Use N/A for no rate.
- (2) Emergency Call/Weekends is defined as any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays).

BID FORM

ITB No. '21/01/B

BIDDER'S INFORMATION

Parts Plus of New Mexico, Inc.
Firm/Company Name

5900 Office Blvd NE Albuquerque 87109
Address, City, State, Zip, Code


Authorized Signature

Adam Lopez
Printed Name

adam@partsplusnm.com
E-Mail Address

President
Title

505-341-7000
Telephone Number

7/27/20
Date

505 341-7078
Fax Number

APPENDIX A

LIST OF FLEET VEHICLES, HEAVY-DUTY TRUCKS AND TRAILERS

LIST OF FLEET VEHICLES, HEAVY-DUTY TRUCKS AND TRAILERS

Covered	Not Covered	Year/Make/Model/Description
X		1997 Freightliner Semi-Truck (2)
		2014 Freightliner 114 SD Semi-Truck
		2016 Freightliner 114 SD (2)
		2004 International 4200 Flat Bed w/ Fuel Tanks
		2009 International 7600 Roll-Off Truck
		2018 Peterbilt 567 Semi-Truck
		2020 Peterbilt 348 Full Lube Truck
		1997 Steco Trailer
		2014 End Dump Trailer (Rock)
		2016 Wilkens Aluminum Walking Floor Trailers (3)
		2016 Wilkens Steel Walking Floor Trailer
		2017 Wilkens Steel Walking Floor Trailer (2)
		2019 Construction Specialist High Wall End Dump
		2001 Chevrolet 1500 Silverado Single Cab
		2014 Chevrolet Silverado 2500 Crew Cab 4x4 (Service Box)
		2014 Chevrolet Silverado 2500 Crew Cab 4x4 Flat Bed w/ Lube
		2016 Chevrolet Silverado 2500HD Crew Cab 4x4
		2016 Chevrolet Silverado 2500 Crew Cab 4x4
		2017 Chevrolet Silverado 2500HD Crew Cab 4x4
		2019 Chevrolet Colorado Crew Cab 4x4
		1998 Dodge 1500 Ram Truck Single Cab
		2006 Dodge Ram 1500 4X4
		1988 Ford Tandem Potable Water Truck
		1992 Ford Water Truck
		1997 Ford F250 Lube Truck (Flat Bed)
		2002 Ford Truck One Ton 4x4 Crew Cab w/ Snow Plow
		2003 Ford F250 4x4 Ext Cab Flat Bed
		2003 Ford F250 4x4 (Service Box)
		2014 Ford F550 Mechanic Service Truck
		2014 Ford Escape AWD
		2014 Ford Explorer AWD
		2015 Ford F350 One Ton Truck Crew Cab
		2015 Ford Escape
		1992 GMC Topkick Lubrication Truck

BUSINESS REGISTRATION



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

Business Name: PARTS PLUS SANTA FE
DBA: PARTS PLUS SANTA FE

Business Location: 1224 CALLE LA RESOLANA
SANTA FE, NM 87501

Owner: SAM HONEGGOR

License Number: 225899

Issued Date: March 04, 2020

Expiration Date: December 31, 2020

CRS Number: 01145039008

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

PARTS PLUS SANTA FE
1224 CALLE LA RESOLANA
SANTA FE, NM 87501

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

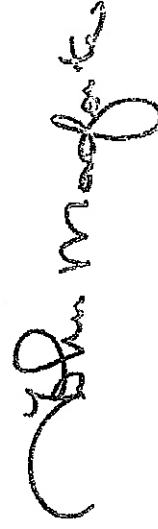
RESIDENT BUSINESS CERTIFICATE

Issued to: PARTS PLUS OF NEW MEXICO, INC.
DBA: PARTS PLUS OF NEW MEXICO, INC.
5900 OFFICE BLVD NE
ALBUQUERQUE, NM 87109-5821

Expires: 18-Jun-2021

Certificate Number:

L0650639152



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

PARTS PLUS OF NEW MEXICO, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5900 FICE BLVD. NE

6 City, state, and ZIP code

ALBUQUERQUE, NM 87109

7 List account number(s) here (optional)

Requester's name and address (optional)

**CITY OF SANTA FE
200 LINCOLN AVE.
SANTA FE, NM 87501**

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

8	5	-	0	2	8	9	1	1	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

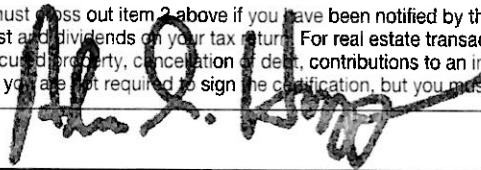
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶ July 28, 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later.*