

**CITY OF SANTA FE
CENTRAL PURCHASING OFFICE
for
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**“INVITATION TO BID”
BULL LITTER FENCE WITH CANOPY
for the
CAJA DEL RIO LANDFILL**

ITB No. ‘21/03/B

BID DUE:

**March 9, 2021
2:00 P.M.**

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

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**ADVERTISEMENT FOR BIDS
ITB No. '21/03/B**

Competitive sealed bids will be received electronically by the Santa Fe Solid Waste Management Agency via email only to the City of Santa Fe Purchasing Staff **until 2:00 p.m. local prevailing time on Tuesday, March 9, 2021**. Any bid received after this deadline will not be considered. This ITB is to procure:

**BULL LITTER FENCE WITH CANOPY
FOR THE
CAJA DEL RIO LANDFILL**

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

Bid packets and subsequent addendum(s), if any, are available from the Central Purchasing Office via email to Purchasing@santafenm.gov or website http://www.santafenm.gov/bids_rfps.

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

Bids must be submitted to the Central Purchasing Office via email at Purchasing@santafenm.gov. Courier and hand deliveries of proposals will not be accepted. Late proposals will not be accepted under any circumstances.

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:

 CPO 02/18/2021
Fran Dunaway, CPO, CNMB, Purchasing Officer

Received by the Santa Fe New Mexican on February 19, 2021
To be published on February 24, 2021

Received by the Albuquerque Journal on February 19, 2021
To be published on February 24, 2021

BID SCHEDULE

ITB No. '21/03/B

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

EVENT	DATE
1. Advertisement	February 24, 2021
2. Issuance of ITB:	February 24, 2021
3. Receipt of Bids:	March 9, 2021 at 2:00 p.m. Local Prevailing Time City of Santa Fe Purchasing Office Purchasing@santafenm.gov
4. Recommendation of Award to Joint Powers Board:	March 18, 2021

INFORMATION TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Santa Fe Solid Waste Management Agency (herein called "Agency"), invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City of Santa Fe Purchasing Office until **2:00 p.m. local prevailing time on Tuesday, March 9, 2021**. At this time, the City of Santa Fe Purchasing Officer will publicly open and read bid(s) aloud.

Bids shall be submitted electronically via email to the Central Purchasing Office at Purchasing@santafenm.gov. No late bids shall be accepted under any circumstances. Bidder shall include appropriate lead-time for email delivery as late-delivered proposals shall be determined to be non-responsive, no matter whose fault it was. The email subject line should indicate the following information:

ITB No.: '21/03/B

Title of the Bid: BULL Litter Fence with Canopy for the Caja del Rio Landfill

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

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

2. PREPARATION OF BID

All blank spaces for bid prices must be filled in, hand or typewritten. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. No alternate bids will be considered unless pre-approved five (5) days prior to the bid opening date or March 4, 2021 by the Chief 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 13-1-22 NMSA 1978 the Bidder **must** submit a copy of a valid Resident Business certificate issued by the New Mexico Department of Taxation and Revenue with its bid.

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 a copy of a valid Resident Veteran Business certificate issued by the New Mexico Department of Taxation and Revenue with its bid.

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 Danita Boettner, Procurement Manager, at dboettner@sfswwa.org and to be given consideration must be received at least five (5) days prior to the bid opening date or March 4, 2021.

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 bid opening date or March 5, 2021. 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 Danita Boettner, Procurement Manager, via email at dboettner@sfswwa.org or through website 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 Chief Procurement 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 protest by a Bidder must be timely submitted and conform to Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the bid award and will end by close of business fifteen (15) calendar days after bid award. Protests must be written and must include the protestor's name and address as well as the ITB number. Protests must also contain a statement of grounds for protest, including appropriate supporting exhibits, and must specify the ruling requested. Protests must be addressed and delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fadunaway@santafenm.gov

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

13. PUBLIC INFORMATION

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

14. 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 Central Purchasing Office.

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

Bidder will be required to submit their bid such that it complies with the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 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.

16. SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

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

- F. For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT 13-4-31...43 NMSA 1978" summarized as follows, shall apply.
 - a. A Bidder may not substitute any Subcontractor listed unless the Agency approves in writing the substitution based on the following situations:
 - i. The Subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;
 - ii. The Subcontractor fails or refuses to perform;
 - iii. The Bidder demonstrates to the Agency that the listed Subcontractor was due to an inadvertent clerical error;
 - iv. Acceptance of an alternate by the Agency causes the original Subcontractor's bid not to be low;
 - v. The Bidder can substantiate to the Agency that a Subcontractor's bid

- is incomplete, or;
- vi. The Subcontractor fails or refuses to meet bond requirements of the Bidder.

 - b. Prior to the approval of the contractor's request for substitution, the Owner shall give notice to the listed Subcontractor by certified mail. The Subcontractor shall have five (5) working days to submit written objections to the Agency. Failure to respond shall constitute Subcontractor's consent to the substitution. If written objections are received, the Agency shall give five (5) working days for notice of a hearing.

 - c. No other substitutions of Subcontractors may be permitted by the Bidder, other than for requested change orders in the scope of the work or unless the Bidder can show that no bids were received.

 - d. It shall be the responsibility of the Subcontractor to be prepared to submit performance or payment bonds if requested by the Bidder. If the Subcontractor, as per the provisions of item 1 above. (The requirement of such bonding must be included in the Bidder's written or published request for Subcontract bids).

 - e. If the Bidder does not specify a Subcontractor, they represent that they shall perform the work.

 - f. If the Bidder is claiming an inadvertent clerical error, notice shall be given to the Agency and the involved Subcontractor within two (2) working days of the bid opening. The Subcontractor shall have six (6) working days from the bid opening to submit written objections. Failure to respond shall constitute Subcontractor's agreement that an error was made.

 - g. If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.

 - h. By State statute, violation of this act may allow the Agency to cancel the Contract or assess the Bidder a penalty up to ten (10) percent of the subcontract involved, but in no case less than the difference between the amount of the listed Subcontractor and the Subcontractor used. The Bidder shall be entitled a hearing after notice of intent to assess a penalty.

 - i. If a hearing is held, the dispute shall be stated in writing and the Agency shall evaluate the issues of both sides and render a determination within ten (10) days of the hearing and provide the parties with a written copy of the decision by certified mail. The Agency may also refer the matter to arbitration.

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DEFINITIONS AND TERMS

1. **Addendum:** means a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Invitation to Bid. Plural: addenda.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **Bidder:** means the companies or firms submitting a bid in response to this Invitation to Bid.
4. **City:** means the City of Santa Fe.
5. **Contractor:** means the successful Bidder who enters into a binding contract.
6. **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).
7. **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).
8. **Joint Powers Board (JPB):** means the governing body for the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station.
9. **Landfill:** means the Caja del Rio Landfill.
10. **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.
11. **Purchasing Office:** means the City of Santa Fe Purchasing Office.
12. **Purchasing Officer:** means the City of Santa Fe Purchasing Officer.
13. **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).

14. **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).
15. The terms **must, shall, will, is required, or are required** identify a mandatory item or factor that will result in the rejection of the bidder's bid.
16. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

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SPECIAL CONDITIONS

1. GENERAL

When the Central Purchasing Office 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 Central Purchasing Office. No such consent shall relieve the Contractor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

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

4. DISCOUNTS

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

5. TAXES

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

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

6. INVOICING

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

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

7. METHOD OF PAYMENT

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

8. DEFAULT

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

9. NON-DISCRIMINATION

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

10. NON-COLLUSION

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

11. WARRANTY

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

hours of notification by the Agency.

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

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

12. 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.

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SPECIFICATIONS
ITB No. '21/03/B

The Agency is requesting bids for the supply and delivery of additional BULL litter fence with canopy as described below. The Agency currently has twenty (20) BULL fences used to control litter in and around the working face at the Caja del Rio Landfill. The additional BULL fences are to match existing fences for continuity purposes.

Bidders must complete the Bid Form attached to this ITB based upon supply and delivery of ten (10) BULL fences. The Agency reserves the right to buy more or less than the stated amount at the time the order is placed, at the unit cost provided as part of the ITB.

1. MATERIAL DESCRIPTION AND SPECIFICATIONS

General:

- 1) Bottom tubing shall be of smooth, heavy walled steel to keep the units from freezing to the ground or sinking in soft mud. Base piping shall be a minimum of 7" x 5" x 1/4" rectangular steel tubing.
- 2) Rugged steel construction with full welds and tough enamel finish to protect the units.
- 3) Net supports shall be made of thick-walled steel that is primed and provides a strong support as follows:
 - a. Net supports shall be a minimum of 4" x 2" rectangular tubing;
 - b. Front supports shall be a minimum of 4" x 4" square tubing, reinforced on the front for additional wear surface.
- 4) Each unit shall be equipped with a top canopy to stop litter from escaping over the fencing.
- 5) Each unit should be able to be quickly and easily assembled on-site.
- 6) Base shall have eyehooks to run reinforcement wire for netting to minimize net curl along the bottom of the fence. Eyehooks to be installed every 36 inches along bottom of netting line, for both the sides and rear netting.
- 7) Fences shall be designed to withstand overturning in wind speeds up to 65 MPH.

Overall Dimensions – Minimums:

- 1) Length: 20 feet
- 2) Height: 12 feet
- 3) Depth: 8 feet, 15 feet with additional outriggers extended for stability. Outrigger extensions shall have multiple depth settings
- 4) Side Nets: Full Height of back net and full width of base
- 5) Weight: 3,000 lbs. minimum, 3,750 lbs. maximum

Netting:

- 1) Galvanized steel mesh nets with vinyl coating
- 2) Netting shall be held to frame with minimum 1/8" stainless steel cable.

Lifting Hooks:

- 1) Vertical height adjustment: minimum of 6 feet 5 inches to maximum of 12.5 feet.
- 2) Horizontal hook adjustment: 5 increments from 11 inches to 2 feet 7 inches. Piping for hook attachments must consist of 3" x 5"x 3/16" Schedule 80 tubing. These fences will be picked up and moved by a CAT D8 track machine (or equivalent) or a CAT 836K trash compactor (or equivalent).
- 3) Hooks and supports must be welded to the base.

2. ASSEMBLY

All materials required for assembly shall be included in the price to supply each unit. The Agency will assemble the fences based upon directions provided by the Bidder. Only units that are mechanically assembled with nuts/bolts/washers will be accepted. Any parts indicated as included on the packing slip which, at the time of assembly, are determined to be missing shall be shipped to the Agency at the Bidders cost.

3. DELIVERY

An authorized Agency representative must be on site at the time of any delivery. It is mandatory that the Contractor secures both a printed name and signature of the Agency representative receiving the delivery.

Delivery(s) shall be during normal operating hours for the Agency, excluding weekends (Saturdays and Sundays) and any state/federal holidays observed by the Agency, unless different parameters are mutually agreed upon, in writing, between the Contractor and Agency's representatives.

The delivery(s) shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, contract number, purchase order number and delivery location. Any parts indicated as included on the packing slip which, at the time of installation, are determined to be missing shall be shipped at the Bidders cost.

4. BILLING LOCATION AND CONTACT

Each Contractor is required to request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant, Emily Pisula
149 Wildlife Way
Santa Fe, NM 87506
Tel: (505) 424-1850 x 140
Fax: (505) 424-1839
Email: episula@sfswma.org

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
BID SUBMITTAL FORM
ITB No. '21/03/B**

EXCEPTIONS TO SPECIFICATIONS

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

Bidder must check one of the following:

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

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

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

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

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

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

Hawaii Drillers Incorporated DBA Coastal Netting Systems

2933 16th Street, Bakersfield, CA 93301

Ruben Rosales Jr. 661-631-1582 , 661-301-1292

ADDITIONAL SUBMITTAL REQUIREMENTS

Bidder must complete and submit with their bid:

- Copy of Resident Veteran Business / Resident Business Certification (if applicable).
- Any signed addenda issued in reference with this ITB

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BID FORM
ITB No. '21/03/B

If an item listed below cannot or does not need to be provided by your company, please indicate with “No Bid”. Freight for delivery of the materials shall be to the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, NM 87506.

Item	Unit	Unit Price	No. of Units	Total
BULL Litter Fence with Canopy	Each	\$5,150.00	10	\$51,500.00
Freight	Lump Sum	\$2,650.00	1	\$2,650.00
Total Bid Amount, Including Freight				\$54,150.00

BIDDER’S INFORMATION

Hawaii Drillers Incorporated DBA Coastal Netting Systems

Bidder – Firm Name

2933 16th Street, Bakersfield, CA 93301

Address, City, State, Zip Code

Ruben Rosales Jr.

Authorized Signature

Ruben Rosales Jr.

Print Name

rrosales@coastalnetting.com

E-Mail Address

Vice President

Title

661-631-1582 or 661-301-1292

Telephone Number

March 04, 2021

Date

661-325-0813

Fax Number