

**CITY OF SANTA FE  
CENTRAL PURCHASING OFFICE**

**for**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**INVITATION TO BID**

**GLASS HAULING SERVICES  
FOR THE  
BUCKMAN ROAD RECYCLING AND TRANSFER STATION**

**ITB No. 22/28/B**

**DUE:**

**February 22, 2022  
2:00 p.m.**

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

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## ADVERTISEMENT FOR BID

### ITB No. 22/28/B

Competitive sealed bids will be received electronically by the Central Purchasing Office of the City of Santa Fe on behalf of the Santa Fe Solid Waste Management Agency (“Agency”). Responses shall be electronically submitted to [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov) no later than 2:00 p.m. local prevailing time on February 22, 2022. Any bid received after this deadline will not be accepted and/or considered. This Invitation to Bid (ITB) is for the purpose of procuring the following:

### GLASS HAULING SERVICES FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION

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 services 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 successful vendor will be required to conform to the Equal Opportunity Employment regulations.

All questions related to this ITB must be submitted in writing via email to Danita Boettner, Procurement Manager, at [dboettner@sfswma.org](mailto:dboettner@sfswma.org). No oral interpretations of the ITB document will be binding. Any revisions to be incorporated into this ITB document will be established in writing by addendum(s) before the bid due date.

The ITB and subsequent addendum(s), if any, are available at the following website: [http://www.santafenm.gov/bids\\_rfps](http://www.santafenm.gov/bids_rfps).

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.

ATTEST:

 1/20/2022  
Fran Dunaway, CPO, CNMB  
Chief Procurement Officer

Received by the Santa Fe New Mexican on February 1, 2022  
To be published on February 4, 2022

Received by the Albuquerque Journal on February 1, 2022  
To be published on February 4, 2022

## **BID SCHEDULE**

### **ITB No. 22/28/B**

| <b>EVENT</b>                                   | <b>DATE</b>  |
|--|--|
| Advertisement                                  | February 4, 2022   |
| Issuance of ITB                                | February 4, 2022   |
| Deadline to Submit Additional Questions        | February 16, 2022  |
| Response to Written Questions and Any Addendum | February 18, 2022  |
| Receipt of Bids                                | February 22, 2022, at 2:00 p.m.<br>Mountain Time<br>Electronically Submitted to the<br>Central Purchasing Office<br><a href="mailto:Purchasing@santafenm.gov">Purchasing@santafenm.gov</a> |
| Recommendation of Award to Joint Powers Board  | March 17, 2022   |

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

## 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 Time on Tuesday, February 22, 2022.**

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

ITB No. – 22/28/B

ITB Title – Glass Hauling Services for the Buckman Road Recycling and Transfer Station

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

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

### 2. COPIES OF INVITATION TO BID

The ITB is available in electronic version from the Central Purchasing Office via email to [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov) or website [http://www.santafenm.gov/bids\\_rfps](http://www.santafenm.gov/bids_rfps).

In the event of 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.

### 3. PREPARATION OF BID

All blank spaces for bid prices must be filled in, hand or type written. No alternate bids will be considered unless pre-approved (5) five days prior to the bid opening date by Fran Dunaway, CPO, Chief Procurement Officer.

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.

**4. BID SECURITY**

None required.

**5. CORRECTION OR WITHDRAWAL OF BID**

A bid containing a mistake discovered before bid opening may be modified or withdrawn by the Bidder prior to the deadline for receipt of bids by emailing a written notice to [Purchasing@santafenm.gov](mailto: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 ITB.

**6. INTERPRETATIONS AND ADDENDA**

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. 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](mailto: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 February 16, 2022.

Any and all such interpretations and any supplemental instruction will be in written addenda 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 February 18, 2022. 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](mailto:dboettner@sfswwa.org) or website [https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps).

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 cancel 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

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.

**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. PENALTIES**

The Bidder is notified that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statues impose felony penalties for bribes, gratuities and kick-backs.

**11. DISCLOSURE OF BID CONTENTS**

All bids will be kept confidential until a contract is awarded. At that time, all bids and documents pertaining to the bid will be open to the public, except for the material that is 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, Sections 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.

**12. 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.

**13. METHOD OF AWARD**

The Agency reserves the right to award the RFB 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 RFB to multiple Bidders to meet the needs of the Agency in accordance with Section 13-1-153 NMSA 1978.

**14. 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.

**15. CONTRACT AWARD**

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on March 17, 2022; however, the meeting's date is tentative and subject to change without notice.

**16. REJECTION OR CANCELLATION OF BID**

The ITB 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. A determination containing the reasons shall be made part of the project file (Section 13-1-131 NMSA 1978).

**17. PROTEST DEADLINE**

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 contract award and will end by 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 must specify the ruling requested. Protests must be addressed and delivered to:

Fran Dunaway  
Chief Procurement Officer  
City of Santa Fe  
[fdunaway@santafenm.gov](mailto:fdunaway@santafenm.gov)

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

**18. AGENCY RIGHTS**

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

**19. RIGHT TO PUBLISH**

Throughout the duration of this procurement process and contract term, potential Bidders and contractors must secure from the Agency written approval before the release of 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)**

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, and any subsequent changes to the ordinances throughout the term of this contract.

**21. 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.

## 22. 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 or Resident Contractor 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 or Resident Contractor certificate with its bid, five (5) percent of the total weight of all evaluation factors used in the evaluation of bids may be awarded.

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

OR

**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 with its bid a copy of a valid and current veteran resident business certificate, ten (10) percent of the total weight of all the evaluation factors used in the evaluation of bids may be awarded.

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, gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year and evidence of veteran status.

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 2013

Purchasing Procedures and Finance Policy.

**23. 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 agreement or “on-call” procurement process.

**24. INDEFINITE QUANTITY 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 Services Agreement number (i.e., ITB No. 22/28/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 Services 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.

**25. 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.

**26. PROCUREMENT UNDER EXISTING CONTRACTS**

Bidder shall be made aware that other central purchasing offices may utilize the Services Agreement to procure services, construction, or items of tangible personal property pursuant to Section 13-1-129 NMSA 1978.

**27. 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.

**28. 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.

**29. 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/>.

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## DEFINITIONS AND TERMS

1. **Addendum:** 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. **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", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.
12. **Determination:** means the written documentation of the Chief Procurement Officer's decision, 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).
13. **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).
14. **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.
15. **Mandatory:** means 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. **Multi-Term Contract:** means a contract having a term longer than one year (Section 13-1-68 NMSA 1978).

17. **Procurement Manager:** means the person or designee authorized by the Agency to manage or administer a procurement of a Bid.
18. **Redacted:** means a version/copy of the Bidder's bid with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978) and summarized herein blacked-out BUT NOT omitted or removed.
19. **Resident Business:** has the meaning set forth in Section 13-1-21 (A)(6) NMSA 1978, as amended from time to time.
20. **Resident Veteran Business:** has the meaning set forth in Section 13-1-22 (A)(7) NMSA 1978, as amended from time to time.
21. **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 (Section 13-1-82 NMSA 1978).
22. **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 (Section 13-1-84 NMSA 1978).
23. **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 does not include construction or the services of employees of the Agency (Section 13-1-87 NMSA 1978).
24. **Staff:** means any individual who is a full-time, part-time, or an independently contracted employee with the Bidders' company.
25. **Unredacted:** means a version/copy of the bid containing all complete information; including any that the Bidder would otherwise consider confidential, such copy for use only for the purposes of evaluation.
26. **Written:** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

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# SPECIFICATIONS

ITB No. 22/28/B

## GLASS HAULING SERVICES FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION

### Background

The Santa Fe Solid Waste Management Agency (Agency) operates the Buckman Road Recycling and Transfer Station (BuRRT), located at 2600 Buckman Road, Santa Fe, NM. The Agency provides solid waste and recycling services for commercial businesses and approximately 143,000 residents.

BuRRT operates seven (7) days per week and is closed on major holidays. BuRRT operating hours are 8:00 a.m. and 4:45 p.m.

The Agency receives glass bottles and food jars from residents and businesses at the BuRRT facility. In March 2017, the City of Santa Fe ended its curbside glass collection program and established drop-off centers for the glass in addition to the BuRRT facility. The following table summarizes total glass generation for the past two years keeping in mind some reduction in tonnage has occurred as a result of the COVID-19 pandemic.

| Description  | 2020  | 2021  |
|--------------|-------|-------|
| Total (tons) | 1,660 | 1,897 |

Glass is collected in a bunker. Glass is will be loaded by BuRRT staff into the Contractor's end-dump trailer with a loader. The Contractor will transport the glass load(s) from the BuRRT facility to the designated recycling facility(s).

The designated glass recycling facilities are:

- Momentum Recycling, Broomfield, Colorado
- Strategic Materials, Phoenix, Arizona

### Scope of Work

The Contractor shall furnish all labor, supervision, equipment, materials, registrations, licenses and supplies necessary to transport glass from the BuRRT to the designated recycling facility.

The Agency has designated Momentum Recycling as the primary glass recycling facility and Strategic Materials as the secondary facility.

The Contractor shall haul the glass to the designated facility, as determined by the Agency, Monday through Friday in a manner that ensures the timely removal of glass.

The Contractor shall provide a semi-truck and a leak-proof end-dump trailer capable of transporting up to twenty-three (23) tons of glass that are maintained in accordance with DOT rules and regulations.



The Agency estimates 100 loads in a given year. The average number of loads per week is two (2) loads. However, the Contractor shall be prepared to haul no glass in a given week or as much as four (4) loads in a given week.

**Specifications and Qualifications**

Y\_\_\_ N\_\_\_      Semi-truck(s) with end-dump trailer(s) capacity to handle up to twenty-three (23) tons of glass per load.

Y\_\_\_ N\_\_\_      Maintains all necessary licenses, permits and insurances for transporting glass to Momentum Recycling in Broomfield, CO, and Strategic Materials in Phoenix, AZ.

Y\_\_\_ N\_\_\_      Maintains proper working and safety conditions for its semi-truck(s) and end-dump trailer(s).

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**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**BID SUBMITTAL FORM**

**ITB No. 22/28/B**

**GLASS HAULING SERVICES FOR THE  
BUCKMAN ROAD RECYCLING AND TRANSFER STATION**

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 taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the Bidder and/or other penalties.

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

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

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

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

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## ADDITIONAL SUBMITTAL REQUIREMENTS

Bidder must complete and submit with their bid:

- Any addenda issued in reference to this ITB
- Specifications and Qualifications
- Bid Form
- Copy of City of Santa Fe and/or Santa Fe County Business License, if applicable.
- Copy of State of New Mexico CRS Tax Identification Number
- Copy of Resident Business 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.

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# BID FORM

ITB No. 22/28/B

## GLASS HAULING SERVICES FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION

| Item | Description   | Final Destination       | Unit Price <sup>(1)</sup><br>(\$/load) |
|------|---|-------------------------|--|
| 1    | Per load price for hauling glass in a semi-truck / end-dump trailer to Momentum Recycling in Broomfield, CO. Price per unit to include <b>ALL COSTS</b> associated with the contract. | Broomfield,<br>Colorado |  |
| 2    | Per load price for hauling glass in a semi-truck / end-dump trailer to Strategic Materials in Phoenix, AZ. Price per unit to include <b>ALL COSTS</b> associated with the contract.   | Phoenix, Arizona        |  |

(1) Includes all applicable taxes.

The Santa Fe Solid Waste Management Agency reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the Bidder must note the percent increase for lesser quantities.

### BIDDER'S INFORMATION

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Firm

---

Address

---

Authorized Signature

---

Print Name

---

Title

---

E-Mail Address

---

Phone Number

---

Fax Number

---

Date

**APPENDIX A**  
**SAMPLE SERVICES AGREEMENT**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
SERVICES AGREEMENT WITH  
CONTRACTOR  
(Glass Hauling Services – 2022)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and \_\_\_\_\_ (“Contractor”) for glass hauling services as described in Exhibit A 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 as Exhibit A.

**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 XX Dollars and XX Cents (\$XX.XX).

B. The Agency shall pay Contractor a fee of \$xxx.xx per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Momentum Recycling in Broomfield, Colorado.

C. The Agency shall pay Contractor a fee of \$xxx.xx per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

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

E. 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 performed as set forth in the Scope of Services of this Agreement.

F. Detailed statements containing reimbursement expenses shall be itemized.

**4. TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on March 17, 2023, unless terminated sooner by the Agency pursuant to the terms of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

**5. TERMINATION**

A. The Agency may terminate this Agreement upon 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, if any. The Agency shall

pay Contractor for services rendered and expenses incurred to the date of termination, including for preparation of the final report, if requested by the Agency.

2) The Agency shall pay Contractor for services satisfactorily performed as set forth in the Scope of Services of this Agreement, through the date Contractor receives notice of such termination for which compensation has not already been paid.

## **6. 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's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

## **7. DEFAULT**

The Agency reserves the right to terminate all or any part of this Agreement without cost to the Agency if Contractor defaults in the performance of this Agreement, and except as otherwise provided herein, to hold Contractor liable for any cost or damage incurred by the Agency due to Contractor's default.

## **8. FORCE MAJEURE**

A. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation under this Agreement if the delay or failure to perform is as a result of force majeure. Event of force majeure means:

- 1) Acts of God or a public enemy;
- 2) Acts or omissions of any government entity;
- 3) Fire, flood or other casualty for which a party is not responsible;



- 4) Pandemic, epidemic or quarantine restriction;
- 5) Unanticipated work stoppage or freight embargo;
- 6) Strike, lockout, labor dispute, or civil disturbance; and
- 7) Unusually severe weather conditions.

B. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from or delaying that party in performing its obligations under this Agreement. The party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Agreement and to fulfill its obligations under the Agreement.

**9. 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.

**10. 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.

**11. CHANGE IN CONTRACTOR'S REPRESENTATIVE**

The Agency reserves the right to require a change in Contractor representative if the assigned representative fails to perform to the satisfaction of the Agency. Contractor will have fifteen (15) days from the Agency's written notice to remove and replace the representative with another representative acceptable to the Agency.

**12. 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.

**13. 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.

**14. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Contractor in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Contractor may take and

retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

**15. 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.

**16. 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 required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. 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 canceled 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 sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. 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.

**17. 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.

**18. 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, 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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 kickbacks.

**24. AMENDMENT**

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

**25. 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.

**26. 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.

**27. NOTICES**

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

**AGENCY:** Mr. Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506

**CONTRACTOR:**

- B. Such notices may be delivered by:
- 1) personal delivery;
  - 2) certified U.S. mail, returned receipt requested; or
  - 3) recognized overnight delivery service.
- C. Any such notice shall be effective upon actual receipt by the party entitled thereto.
- D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

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

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

\_\_\_\_\_  
Anna Hansen  
Chairperson

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

**ATTEST:**

\_\_\_\_\_  
Katharine E. Clark  
Santa Fe County Clerk

**CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

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

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



**EXHIBIT A**  
**Scope of Services**

## EXHIBIT A

The parties agree as follows as to the services to be delivered under this Agreement:

- When requested by the Agency, Contractor shall transport glass bottles (“glass”) to Momentum Recycling located in Broomfield, Colorado or Strategic Materials in Phoenix, Arizona.
- The Agency shall load glass onto Contractor’s end-dump trailers when the Agency has sufficient staff to operate its daily operations without interruption.
- The Agency shall act as scale master for all loads of glass. As such, the Agency retains the right to enforce weight limits as described herein. The Agency scale facilities shall also serve as recordkeeping for loads and material quantities delivered to Momentum Recycling and Strategic Materials.
- The Agency shall pay Contractor a total of \$xxx.xx, inclusive of all taxes, for each load transported to Momentum Recycling.
- The Agency shall pay Contractor a total of \$xxx.xx, inclusive of all taxes, for each load transported to Strategic Materials.

Contractor agrees to provide the following services:

- Contractor shall provide semi-trucks with end-dump trailers for the transportation of glass to Momentum Recycling and Strategic Materials. The maximum gross vehicle weight of a standard semi-truck and end-dump trailer combination is 80,000 pounds with approximately 46,000 pounds allocated for glass.
- Contractor’s staff will be on site to ensure that the Agency has properly loaded the trailers with glass for the purposes of transporting the glass to Momentum Recycling and Strategic Materials.
- Contractor shall use the Agency’s BOLs (bill of ladings) as shipping paper to Momentum Recycling and Strategic Materials. Contractor shall return the associated scale tickets from Momentum Recycling and Strategic Materials to the Agency. Each scale ticket shall have an Agency’s BOL number.
- Contractor shall be responsible for maintaining all necessary licenses, permits and insurances for transporting glass to Momentum Recycling and Strategic Materials. These licenses permits and insurances shall be subject to inspection by the Agency. Contractor shall also notify the Agency of any non-compliance.
- Contractor shall be responsible for maintaining proper working and safety conditions for its semi-trucks and end-dump trailers. Contractor agrees to hold the Agency harmless for all fines from federal, state, or local agencies. Contractor shall be responsible for paying

all fines and judgments levied by these agencies resulting from activities performed under this Agreement.

- Contractor shall submit to the Agency invoices with supporting backups including the Agency's BOLs accompanying the Momentum Recycling and Strategic Materials' scale tickets.