200 Lincoln Ave Room 122 Santa Fe, NM 87505 PURCHASING OFFICE Fran Dunaway, CPO CITY OF SANTA FE

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				The state of the s	THE STATE OF	R. Scott Gunter
				No Maria	Kathad	Kathy Sanchez
))		Witness:
						* Awarded Vendor
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160.00	ltem 2. Full Detail on small vehicles
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.00	Item 1. Full Detal on large waste & recycling collection vehicles
BID AMOUNT	BID AMOUNT	ITEM & DESCRIPTION				
					V#6143	PREPARED BY: R. Scott Gunter
					Car Wash LLC	ITB Title: Truck Detailing
None	None	None	None	None	* Mobile Clean	BID NUMBER: 22/23/B
						DATE: 4/19/22 - 2pm

CITY OF SANTA FE ADDENDUM No1 ITB 22/23/B TRUCK DETAINING

This ADDENDUM No. 1. (the "Addendum") amends the CITY OF SANTA FE Invitation to Bid 22-23-B:

RECITALS:

The City of Santa Fe is requesting Bids for Truck Detailing via Invitation to Bid #22/23/B (Bid). Per Addendum 1, the Bid due date and time change is April 19, 2022 at 2:00 P.M. (MST/MDT).

Submission of all invitation to Bids must be accomplished via email to <u>purchasing@santafenm.gov</u>

All bids received after the due date and time will be rejected and returned unopened..

BID OPENING: Due to the COVID 19 Pandemic, the Bid Opening will be accomplished through a Zoom meeting as follows:

Lawrence García is inviting you to a scheduled Zoom meeting.

Topic: ITB Truck Detailing

Time: Apr 19, 2022 02:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

https://zoom.us/j/94733587597?pwd=dDIzczVLaWwzK3BUeE1WODdOODROdz09

Meeting ID: 947 3358 7597

Passcode: FH8S7Q

INVATATION TO BID WILL REMAIN IN FULL FORCE.

Except as specifically provided in this Addendum, the Bid remains and shall remain in full force and effect, in accordance with the bid documents.

Acknowledgment

City of Santa Fe Invitation to Bid Truck Detailing ITB # 22/32/B

NIGP Commodity Code: 92893

Bid Due Date and Time: April 18, 2022 at 2:00 P.M. (MST/MDT)

Bidder MUST complete as applicable and sign the foll	owing in order for the Invitation to Bid (Bid) to be valid
(type or print clearly):	
Company Name: Mobile Clean Car Wash LLC	Address: 3197 Jemez Road, #2
dba (if applicable):	Santa Fe, New Mexico 87507
Co. Email: mobilecleancw@gmail.com	
Co. Phone No.: 505/702-3061	
NM Gross Receipts Tax # (CRS) 03-387979-006	Federal Tax ID #
Payment terms: Net 30 (e.g., Net 30. Discount will and Conditions"	not be considered in computing the low bid, see "Terms
F.O.B. Point must be Destination, unless otherwise inc	dicated in the Invitation to Bid.
Contractor's Delivery: Net 30 (M	lay be considered in the award)
Authorized Signature:	Print or type name: Flder Sanchez Phone No: 505/702-3061
* It is your responsibility as a bidder to ensure your bi	id is correct and accurate.
No amendment will be issued later than three (3) days withdrawing the bids or one which includes postpone	s prior to the date for receipt of bids, except an amendme ment of the date for receipt of bids.
If applicable, Bidder acknowledges receipt of the followard Amendment No1_ Dated:04/15/2022 Amendment No1_ Dated:1_	owing amendment(s): nent No Dated:
Bids are subject to the "Terms and Conditions" shows	n on the attached pages of this document, and any E: if you decide not to bid, do not return this document.

Terms and Conditions

(Unless otherwise specified)

- 1. General: When the City of Santa Fe's Chief Procurement Officer (CPO) or his/her designee approves a purchase document in response to the bid, a binding contract is created.
- 2. Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
- 3. City Furnished Property: City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- 4. Discounts: Prompt payment discounts will not be considered in computing the low bid.
- 5. Inspection: Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.
- 6. Commercial Warranty: The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
- 7. Taxes: Price shall not include State gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Requesting Department.

8. Packing, Shipping, and Invoicing:

- a. The City's purchasing document number and the Contractor's name, Requesting Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The Requesting Departments' count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
- b. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
- c. Invoices must be submitted to the Requesting Department and NOT to the City Chief Procurement Officer.
- 10. Non-Collusion: In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or his/her designee.
- 11. Nondiscrimination: Contractor doing business with the City must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
- 12. Penalties: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
- 13. Payment Provisions: All payments under this Agreement are subject to the following provisions.
- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

- B. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.
- 14. Items: All bid items are to be NEW and of most current production, unless otherwise specified.
- 15. Workers' Compensation: The Contractor agrees to comply with State laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.
- 16. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Requesting Department are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.
- 17. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Requesting Department and the City. The Requesting Department shall have the right to audit billings, both before and after payment. Payment for services under this Agreement shall not foreclose the right of the Requesting Department to recover excessive or illegal payments.
- 18. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

Important Bidding Information

Submission of Bid: Due Date – April 18, 2022 at 2:00 P.M. (MST/MDT) at which time the sealed Bids will be recorded as received and opened.

Solicitation packets are available at the following website: https://www.santafenm.gov/bids rfps

The Bid is to be delivered to:

Submissions of all Invitation to Bids must be accomplished via email to: purchasing@santafenm.gov.

All Bids received after the due date and time will be rejected and returned unopened.

Chief Procurement Officer (CPO): If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the CPO or his/her designee at least five (5) working days prior to the scheduled bid opening.

CPO contact information is: Fran A. Dunaway Chief Procurement Officer City of Santa Fe fadunaway@santafenm.gov Any inquiries or requests regarding clarification of this solicitation shall be submitted to the Procurement Manager, or his/her designee in writing to the following information:

Lawrence Garcia (505) 955-2241 lmgarcia@santafenm.gov

Bidders may contact ONLY the CPO or his/her designee regarding the terminology stated in the solicitation. Other City employees do not have the authority to respond on behalf of the City.

Bidders shall promptly notify the CPO or his/her designee of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

BID OPENING: Due to the COVID-19 Pandemic, the Bid opening will be accomplished through a Zoom meeting as follows:

Date: April 18, 2022

Time: 2:00 PM Mountain Time (US and Canada)

Join Zoom Meeting @:

Topic: Invitation to Bid 22-32-B (Auto Detailing Bid Open)

Time: Apr 18, 2022 02:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

https://zoom.us/j/99687717585?pwd=SXM5QzJyNVRiZXVjRmVpZFBMUnJSdz09

Meeting ID: 996 8771 7585

Passcode: 9F0i48

All Bidders must notify the CF have a financial interest in the	O or his/her designee if any e	employee(s) of the req	uesting Departr	nent or the offi	ce of CPC
No financial interest					
If yes specify by name:					
D. I. (I. ADII III CDA	1. // 1				

Rejection of Bids: The CPO or his/her designee shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.,

Brand Name or Equal: Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

Prohibit Bidding: If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Responsible Bidder: Bidders must, upon request of the CPO or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make

satisfactory delivery of the materials and/or services. the CPO or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Samples: Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the City. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Awards

Determination of Lowest Bidder – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the specifications and terms & conditions set forth in the Bid. The City reserves the right to award this Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the City.

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

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the CPO or his/her designee.

F.O.B. Destination — Means goods are to be delivered to the destination designated by the Requesting Department which is the point at which the Requesting Department accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

Statement of Work

Orders:

Under the terms and conditions of this Agreement the City may issue orders for items described herein. The terms and conditions shall form a part of each order issued hereunder.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

Only written signed orders are valid.

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under the Price Schedule. Orders issued against this schedule will show the applicable item(s), number(s), and price(s); however, they may not describe the item(s) fully.

The prices quoted herein represent the total compensation to be paid by the City for the goods provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the services or goods provided.

Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, Agreement number and the commercial parts number (if any) for each item; delivery shall be made as indicated by the Requesting Department. If contractor is unable to meet stated delivery the CPO or his/her designee must be notified.

Specifications:

The City of Santa Fe is seeking bids for Truck Detailing. The selected Bidder will provide, manpower, and required supplies to provide Truck Detailing for a fleet of forty-nine (49) total garbage trucks. Trucks to be detailed include: Automated Side loaders, Front loaders, Top Loading recycling, Rear loaders, and Roll Off collection vehicles, and small service vehicles. Detailing will be completed based on a schedule, as designate by Maintenance Manager. All trucks will be detailed one time (1) per month with the exception of the eighteen (18) Front load collection vehicles which are included in the total that will be detailed twice per (2) month and small vehicle which will be detailed quarterly.

Detailing includes:

Full Detail on large waste & recycling collection vehicles:

Exterior Wash, including hand scrubbing, rinse and hand dry, polish including rubbing compound, waxing the cab and body canopies, and final buffing. Interior air compressor dust removal vacuum interior, wash/wipe interior, including all windows inside and out.

Full Detail on small vehicles.

Hand wash exterior, rinse and hand wipe dry, rubbing compound, waxing, and buffing. Tire detail including hand wipe, and polish. Interior including air compressor dust removal, vacuum interior, wash/wipe interior components including all windows inside and out. Shampoo seats and carpet.

The detailing of the large collection vehicles will be completed within the Environmental Services Division truck wash bay located at 1142 Siler Road within Santa Fe County, Santa Fe, NM 87507. The selected Contractor will be responsible to maintain the truck wash bay clean and orderly, and report any damage to the facility and equipment.

The large waste and recycling collection vehicles will be completed on Saturdays, and selected weekdays during normal business hours between 9:00 am to 3:00 pm, or when collection vehicles are available.

Service vehicles, full detail on small vehicle will be detailed up to four times (4) per year at the Contractor's business location, the location must be within ten miles of the City yard located at 1142 Siler Rd. Santa Fe, NM 87507. These small vehicles will be scheduled prior to the service during business hours, Monday through Friday 8:00 am to 5:00 pm.

Pricing will be bid for each vehicle detailed, including full detail on large waste collection vehicles, and full detail on small vehicles as described below.

The conditions and specifications in the Invitation to Bid are inseparable and indivisible. Bidders by submitting a bid, agrees to be bound by all specifications, any attempt to vary or change the specification of the Invitation to Bid constitutes grounds for rejection of the entire bid.

Price Schedule:

Item	Approx. OTY	Unit	Article and Description	Unit Price
1.	49	Each	Full Detail on large waste & recycling collection vehicles:	\$ 180.00
2.	18	Each	Full Detail on small vehicles.	\$ 160.00