



**ACTION SHEET  
ITEM FROM FINANCE COMMITTEE MEETING OF 12/14/15  
FOR CITY COUNCIL MEETING OF 01/13/16**

**ISSUE:**

7. Request for Approval of Bid No. 16/01/B – Professional Services Agreement for Tire Repair and Services for Environmental Services Division; Quinn Tire, Inc. (Lawrence Garcia)

**FINANCE COMMITTEE ACTION:**

Approved as Consent item.

**FUNDING SOURCE: 530900.52255,52252,52263,52270**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

**ACTION SHEET**  
**PUBLIC UTILITES COMMITTEE MEETING OF 12/2/15**

**ISSUE NO. 16**

Request for approval of Award of Bid No. '16/01/B to Quinn Tire, Inc. for tire services and repairs for the Environmental Services Division. (Lawrence Garcia)

Public Utilities Committee – 12/2/15  
 Finance Committee – 12/14/15  
 City Council – 1/13/16

**PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 12/14/15 Finance Committee.**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	X		

# City of Santa Fe, New Mexico

# memo

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**DATE:** December 2, 2015

**TO:** Public Utilities Committee

**VIA:** Shirlene E Sitton, Environmental Services Division Director  
Nick Schiavo, Public Utilities Department and Water Division Director *NSA*

**FROM:** Lawrence Garcia, Project Administrator *LG*

**ITEM AND ISSUE:**

Request for approval Bid # '16/01/B for tire services and repairs.

**SUMMARY:**

The Environmental Services Division (Division) currently has approximately sixty-five collection and support vehicles. Because the Division collection vehicles enter into the landfill several times per day we have an increased flats and the need for tire repairs. The Division has consistently had a third party providing tire services including repairs and replacement of tires.

On October 5, 2015 the Division submitted a request for bid, which was distributed to several local tire companies and companies within the Albuquerque area. The Division only received one bid a local Santa Fe company, Quinn Tire Inc. Based on what the Division has paid for service in previous years the pricing was competitive.

**RECOMMENDED ACTION:**

The Division recommends approving the contract with Quinn Tire Inc. for a total amount not to exceed one hundred sixty thousand dollars (\$160,000) inclusive of GRT. Payment shall be made based on bid pricing for an amount not to exceed forty thousand dollars per year. The term of this agreement is for one year with the option to renew three additional one year terms. The Division will utilize approved funding within the fiscal year of each purchase. The funds are available in business line item 530900 the cost will be spread between the following business units 52255, 52262, 52263, 52265, and 52270 which represent the different types of collection services (ie. residential, front load, roll off, etc.).

## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Quinn Tire Inc.

Procurement Title: Tire Service and Repairs

Solicitation RFP/RFB#: '16/01/B

Other Methods: State Price Agreement  **Cooperative**  **Sole Source**  **Exempt**  **Other**

Department Requesting/Staff Member Public Utilities/Environmental Services Division Lawrence Garcia

**Procurement Requirements:**

*A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids and proposals, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the procurement officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .*

**SOLICITATION\***

- | YES                                 | N/A                                 |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Project Beginning History (council requests etc)                             |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Budget Determination (FIR) attach  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Solicitation document (RFP, IFB),  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Screen print of legal solicitation published in newspapers, web sites, etc.: |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Screen print of addendum(s) published on the IPB/RFP:                        |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Pre-Bid/Pre-Offer Conference attendance sheet and other documents            |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | If canceled, screen print of cancellation of solicitation notice             |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Other: _____   |

**EVALUATION\***

- | YES                                 | N/A                                 |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Blank evaluation form   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evaluator's names and profiles  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evaluation procedures or evaluation instructions  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Conflict/Confidentiality Forms signed by all Evaluators, Technical Advisors, Reviewers, and any person who assists in regard to the bid/proposal, evaluation and/or award |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Bid or Offer opening sheet(s) (If RFP, then two offer opening sheets, one for technical and one for cost)   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Screen print of Bidder/Offeror's detailed information   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Responsiveness review sheet or other sheet documenting responsiveness for each Bidder/Offeror, attach requests for additional information to cure items                   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.)   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.                       |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP.   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Pricing evaluation  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Other: _____  |

\*

**AWARD\***

**YES    N/A**

- Fully executed Memo to Committees from the Department with recommendation of award
- Winning proposal (this is a copy that has all confidential/proprietary information excluded)
- Screen print of Contract Award Notice
- Screen print of Award Notice published on agency website
- Email or notification sent to all Bidders/Offerors that award was made
- Waiver or "No Action Taken" from Procurement Office
- Correspondence with Procurement Office regarding waiver
- If IFB and not awarded to lowest responsive, responsible bidder; written explanation
- Other: \_\_\_\_\_

**DISCLOSURES**

**YES    N/A**

- Contractor Disclosures & Conflicts of Interest**
- Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
- Contractor –Conflicts of Interest**
- Purchasing Office Letter or e-mail to designated individual regarding potential conflict
- Conflict of Interest Form signed by all parties
- Letter from Procurement Office regarding the potential conflict
- Subcontractor Disclosures**
- Disclosures & Conflicts of Interest form of Subcontractor(s)
- Subcontractor –Conflicts of Interest**
- Purchasing Officer Letter or email to designated individual regarding potential conflict
- Conflict of Interest form signed by all parties
- Letter from Legal Office regarding the potential conflict
- Other: \_\_\_\_\_

**CONTRACT**

**YES    N/A**

- Copy of Executed Contract
- Copy of all documentation presented to the Committees
- Finalized Council Committee Minutes
- Other: \_\_\_\_\_

**MISCELLANEOUS FILE\***

**YES    N/A**

- Local Preference Form
- New Mexico Residence Form
- Veterans Exemption
- Sole Source determination form approved by Procurement Officer**
- Exempt determination memo approved by Procurement Officer**
- Other: \_\_\_\_\_

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

\*

**PROTEST (If applicable)\***

**YES      N/A**

- Documentation from protester filed with the Purchasing Office
- Letter from Department to Purchasing Office Providing response to protest
- Letter from Purchasing Officer to protester and Department on final outcome
- Other: \_\_\_\_\_

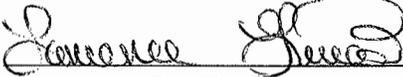
**Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.**

**YES      N/A**

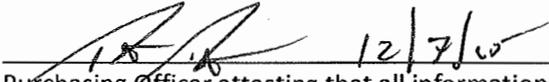
- Original bid(s) or proposal(s) with no redactions.
- Documentation exempt - Proprietary, Confidential, Competitively Sensitive, or Trade Secret (i.e. e-mails, proposals, letters)

Lawrence Garcia; Project Administrator

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

 12/7/10  
Purchasing Officer attesting that all information is reviewed

CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Quinn Tire (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. Tire repairs including , dismounting and mounting of large truck tires class D trucks and passenger tires on small light duty pick-up trucks, this including Contractors place of business, City yard at 1142 Siler Road and road calls as needed.
- B. Provide repair and replacement of tires on twice per week schedule and call-in services as required. Schedule will be set upon agreement of both parties as to the days and times of the schedule.
- C. Contractor will provide notice to the Division Operations Manager which includes damages that is not due to normal wear and tear, wheels that are showing signs of wear and tear including cracks and tires that are deemed unsafe.
- D. The Contractor must assure that all lug nuts are torqued to manufactures specifications, air pressures are based on manufacture recommendation, valve stems are replaced as needed and that tires tread depth are matched to avoid unnecessary wear and tear.

2. STANDARD OF PERFORMANCE; LICENSES

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

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered in the sum not to exceed one hundred sixty thousand dollars (\$160,000), inclusive of gross receipts taxes. Payment shall be made in the sum of forty thousand dollars (\$40,000) inclusive of applicable gross receipts taxes annually for the term of the Agreement.

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

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's

decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2016, unless sooner pursuant to Article 7 below.

6. OPTION TO REVIEW

Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for three (3) additional one (1) year periods, not to exceed four (4) years. Contractor and City shall renegotiate the terms and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

7. TERMINATION

A. This Agreement may be terminated by the City upon 60 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

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

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

10. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be

employed.

11. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

12. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any

reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

14. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision

in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

16. 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 City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

17. RECORDS AND AUDIT

The 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 City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. 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 City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the 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.

19. AMENDMENT

This Agreement shall not be altered, changed or modified except by an

amendment in writing executed by the parties hereto.

20. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. 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 services by Contractor hereunder, 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.

22. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

23. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the

following addresses:

City of Santa Fe:  
1142 Siler Road  
Santa Fe, NM 87507

Contractor: Quinn Tire Inc.  
1005 Cordova Pl.  
Santa Fe, NM 57505  
Kevin Quinn/ President

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

CITY OF SANTA FE:

CONTRACTOR:  
QUINN TIRE, INC.

\_\_\_\_\_  
JAVIER M. GONZALES,  
MAYOR

\_\_\_\_\_  
Kevin Quinn, President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS# \_\_\_\_\_  
City of Santa Fe Business  
Registration #15-00029791

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

*KAB* *11/24/15*  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52255/52262/52263/52265/52270.530900  
Business Unit Line Item

**COST OF SPECIFIED REPAIRS AND SERVICES:**

**PER TIRE PRICE**

Cost to remove and replace tandem outside tire on class D truck (SCHEDULED SERVICE WITHIN CITY YARD)	<u>\$ 25.<sup>00</sup></u>
Cost to remove and replace tandem inside tire on class D truck (SCHEDULED SERVICE WITHIN CITY YARD)	<u>\$ 28.<sup>50</sup></u>
Cost to remove and replace front steer tire on class D truck (SCHEDULED SERVICE WITHIN CITY YARD)	<u>\$ 28.<sup>00</sup></u>
Cost to remove and replace tires on light duty vehicles (INCLUDING SPIN BALANCING)	<u>\$ 34.<sup>00</sup></u>

**COST TO PROVIDE ON CALL SERVICES FOR THE FOLLOWING SERVICES:**

Flat repair or replace on tandem inside tire on class D truck: (EMERGENCY ON CALL SERVICE)	<u>\$ 32.<sup>00</sup></u>
Flat repair or replace on tandem outside tire on class D truck: (EMERGENCY ON CALL SERVICE)	<u>\$ 28.<sup>50</sup></u>
Flat repair or replace on steer tire on class D truck (EMERGENCY ON CALL SERVICE)	<u>\$ 32.<sup>00</sup></u>
Flat repair or replace on light duty vehicles (EMERGENCY ON CALL SERVICE)	<u>\$ 20.<sup>00</sup></u>

**SERVICE CHARGES SHALL INCLUDE VENDORS TRANSPORTATION COST:**

Service charge to City facility (SCHEDULED SERVICE WITHIN CITY YARD)	<u>\$ 70.<sup>00</sup></u>
Service charge for emergency call in service (WITHIN FIVE MILES OF THE CITY LIMITS)	<u>\$ 70.<sup>00</sup></u>
Service charge for after hours and holidays (WITHIN FIVE MILES OF THE CITY LIMITS)	<u>No Bid</u>



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

1 **FOR: ORIGINAL CONTRACT**  or **CONTRACT AMENDMENT**

2 Name of Contractor Quinn Tire Inc.

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$160,000 (\$40 k per year)

Termination Date: June 30, 2016

Approved by Council Date: Scheduled January 13, 2016

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Services for a pilot program for food waste separation, collection, and composting

Amendment # N/A to the Original Contract# N/A

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Amendment is for:** Additional three year term

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# "16/01/B Date: October 5, 2015

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

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

6 **Procurement History:** First year of a four year contract  
example: (First year of 4 year contract)

7 **Funding Source:** 52255,52262,52263,52270 (Multiple BU) **BU/Line Item:** 530900

8 **Any out-of-the ordinary or unusual issues or concerns:**  
N/A  
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Lawrence Garcia

Phone # 2241/470-7201

10 **Certificate of Insurance attached.** (if original Contract)

**Submit to City Attorney for review/signature**  
**Forward to Finance Director for review/signature**  
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**

This is a one year contract with an option to renew for an additional four one year terms. The total value of the contract is for one hundred sixty thousand dollars (\$160,000) inclusive of GRT. The Division will not exceed forty thousand dollars per year based on City appropriations.

**CITY OF SANTA FE  
PURCHASING**

**“REQUEST FOR BID”**

**TIRE SERVICES**

**BID # '16/01/B**

**BID DUE:**

**October 5, 2015  
2:00 P.M.  
PURCHASING OFFICE  
CITY OF SANTA FE  
2651 SIRINGO ROAD - BUILDING “H”  
SANTA FE, NEW MEXICO 87505**

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### Attachments:

1. Instructions Relating to Local Preference Certification Form
2. Local Preference Certification Form
3. Resident Veterans Preference Certification
4. Minimum Wage Ordinance
5. Contract

**ADVERTISEMENT FOR BIDS  
BID NO. '16/01/B**

Bids will be received by the City of Santa Fe and will be delivered to City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, October 5, 2015. Any bid received after this deadline will not be considered.** This bid is for the purpose of procuring:

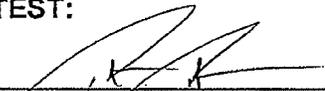
**TIRE SERVICES**

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.

**The City of Santa Fe 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.**

Bids may be held for sixty (60) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole. Bid packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505, (505) 955-5711.

**ATTEST:**

  
\_\_\_\_\_  
Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican on: 09/11/15  
To be published on: 09/16/15

Received by the Albuquerque Journal on: 09/11/15  
To be published on: 09/16/15

**BID SCHEDULE**

**BID # '16/01/B**

- |    |  |  |
|----|--|--|
| 1. | ADVERTISEMENT  | September 16, 2015   |
| 2. | ISSUANCE OF BID'S  | September 16, 2015   |
| 3. | RECEIPT OF BID:  | October 5, 2015 at 2:00 P.M.<br>local prevailing time. Purchasing<br>Office 2651 Siringo Road Bldg.,<br>"H" Santa Fe, New Mexico 87505<br>(505) 955-5711 |
| 4. | RECOMMENDATION OF AWARD<br>TO PUBLIC UTILITIES COMMITTEE | October 13, 2015   |
| 5. | RECOMMENDATION OF AWARD<br>TO FINANCE COMMITTEE:         | October 19, 2015   |
| 6. | RECOMMENDATION OF AWARD<br>TO CITY COUNCIL:              | October 28, 2015   |

**DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.**

## INFORMATION TO BIDDERS

### 1. RECEIPT AND OPENING OF BIDS

The City of Santa Fe (herein called "City"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City Purchasing Office until **2:00 P.M. local prevailing time, October 5, 2015**. At this time the City Purchasing Director will publicly open and read bid(s) aloud.

Two bids shall be submitted in a sealed envelope, addressed to the Purchasing Office, City of Santa Fe, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505. No late bids will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Bid number: '16/01/B  
Title of the bid: TIRE SERVICES  
Name and address of the bidder:

The Owner may consider informal any 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, ink or type written. 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 (5) five days prior to the bid opening date by Robert Rodarte, 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. 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 need for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OPENING DATE.**

Every request for such interpretations should be in writing addressed to Robert Rodarte, Purchasing Officer, 2651 Siringo Road, Bldg. H, Santa Fe, New Mexico

87505 and to be given consideration must be received at least (5) five days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered to all prospective bidders not later than three days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

6. **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.

7. **LAWS AND REGULATIONS**

The bidders 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 criminal laws shall apply prohibiting bribes, gratuity and kick-backs.

8. **METHOD OF AWARD**

The award of the purchase agreement will be made to the vendors who meet or exceeds all specifications and provides the lowest total bid amount. However, delivery date, availability of stock, and complete analysis and comparison of specification details along with past experience of the City of Santa Fe with similar or related units, will be weighed in making a final decision of award.

If a bid item has been discontinued substitutions may be made only with the approval of the Purchasing Officer, Robert Rodarte.

No important deviation from the terms of this specification is acceptable. It is understood and agreed that the City of Santa Fe 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 City of Santa Fe, if the CITY PURCHASING MANUAL and pertinent State Statutes are thereby served.

9. **PUBLIC INFORMATION**

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

10. **BRAND NAMES**

All brand names specified in this bid are to imply "or equal." Bidder should include enough information with the bid submitted so this determination can be made. The determination of the Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

11. **TAX EXEMPT**

The City of Santa Fe is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for labor or services. A tax exempt certificate will be issued upon written request to the Purchasing Office.

12. **COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)**

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

13. **RESIDENT and LOCAL PREFERENCE**

**INTENT and POLICY**

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

**APPLICATION-IN STATE AND OUT OF STATE BIDDERS**

With acknowledgement of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) –1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the State Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

#### NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A) (1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the City Purchasing Officer may seek additional information of proof to verify that the business is a valid New Mexico Business. If it is determined by the City Purchasing Officer that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

#### APPLICATION FOR LOCAL PREFERENCE

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The local preference for proposals shall be 1.10.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix E.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

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

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local business.
- (2) Resident business.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 5% for resident and 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

**New Mexico Resident Preference Number (if applicable)** SPD82R20

## SPECIAL CONDITIONS

1. **GENERAL**  
When the City's Purchasing Officer issues a purchase order document in response to the vendor'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 vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor 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 city or if such variation has been caused by documented conditions beyond the vendor'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 City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.
5. **TAXES**  
The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.
6. **INVOICING**
  - (A) The vendor's invoice shall be submitted in duplicate and 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 ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.
7. **METHOD OF PAYMENT**  
Every effort will be made to process payments within 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.
8. **DEFAULT**  
The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure

to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor 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 city 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 vendor to meet the required delivery schedule. The rights and remedies of the city 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 City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

In signing this bid or proposal, the vendor certifies he has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

## SPECIFICATIONS '16/01/B

### 1. INTRODUCTION

The City of Santa Fe, Environmental Services Division (City) currently is providing solid waste collection to all residential, commercial, industrial and construction customers within the City limits. The City currently has approximately sixty-five collection and support vehicles of which forty-five are class D.

The City is seeking to solicit offers interested in providing a tire service program.

- A. The Vendors are required to provide pricing on the following scope of services, pricing is required per tire repair, all pricing charges shall be included but not limited to (fuel surcharge, small part charges after hour charges and overtime charges). The Division currently utilizes 11R22.5, 315- 80R22.5, 19.5, 16 and 17 inch tires. On small light duty vehicles the vendor must also provide spin balancing.
- B. Tire repair including, dismounting and mounting of large trucks tires class D and passenger tires on small light duty vehicles. (Pricing must also be provided for emergency flat repair, inside and outside mounted tires) **tires will be supplied by the Division.**
- C. The Vendor will be required to provide service two times per week at the Division yard (1142 Siler Rd. Santa Fe, NM 87507). The service days will be agreed upon by both parties.
  - 1) The Division will have trucks scheduled for repair and tires available for vendor the agreed upon service days.
- D. Provide on call services with a maximum response time of two hours of contact within the City limits and five miles outside City limit boundaries, including holidays.

### 2. CONTRACT TERMS

Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 §13-1-150, this contract may not exceed four (4) years, including all extensions and renewals. Subject to that limitation, the Agreement is for one year and can be renewed annually for three additional terms for the same cost. Extension must be agreed upon by the City, the Contractor and approved by City Council.

### 3. ADDITIONAL INFORMATION

The Environmental Service Division is located at 1142 Siler Road in the City of Santa Fe within Santa Fe County. The Divisions operating hours are Monday through Friday from 8:00 am. To 5:00 pm.

The Environmental Service Division will schedule service between 11:00 am. and 5:00 pm. all services must be provided within this time frame with exception to a pre-approved schedule and on-call services.

Environmental Services Division will be responsible for the disposal of the Divisions used tires at no cost to the Contractor.

The Environmental Service Division provides solid waste and recycling collection on all national holidays, the Contractor shall be available for emergency call in services as needed.

The Contractor will be responsible to provide a written work report at the end of each job including unit #, tire repairs location of tire and type of service, (scheduled or emergency call). The work order must have a signature from an authorized Division employee (Division will provide a list of authorized employees upon award)

CITY OF SANTA FE  
BID FORM  
BID # '16/01/B

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return **two (2) complete copies** of 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. City 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.

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

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

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DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

\_\_\_\_\_ calendar days.

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City 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.

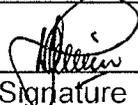
BIDDER'S:

QUINN TIRE, INC

Firm

1005 CORDOVA PLACE, SANTA FE, NM, 87505

Address



Authorized Signature

KEVIN QUINN

Print Name

PRESIDENT

Position

505-982-1859

Phone Number

505-988-4057

Fax Number

10-5-15

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): SPD82R20

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

**INSTRUCTIONS RELATING TO  
LOCAL PREFERENCE CERTIFICATION FORM**

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the **principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.**
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

**Additional Documentation:** If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

# LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: SPD82R20

Business Name: QUINN TIRE, Inc

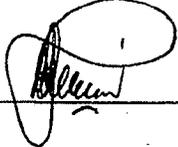
Principal Office: 1005 CORDOVA PL. SANTA FE NM 87505  
Street Address City State Zip Code

City of Santa Fe Business License # 15-00029791 (Attach Copy to this Form)

Date Principal Office was established: 01.01.1994 (Established date must be six months before date of Publication of this RFP or RFB).

## CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

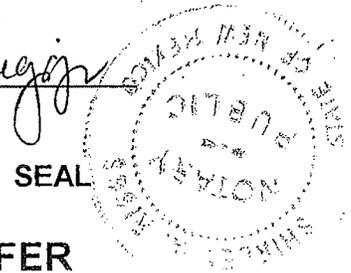
Signature of Authorized Individual: 

Printed Name: KEVIN QUINN

Title: PRESIDENT Date: 10.5.15

Subscribed and sworn before me by Kevin Quinn this 5 day of October 2015

My commission expires 05/29/2016 Shirley A. Riggins  
Notary Public



**YOU MUST RETURN THIS FORM WITH YOU OFFER**



1005 Cordova Place  
Santa Fe, NM 87505

10.5.15

CITY OF SANTA FE  
BID # 16/01/B

EXCEPTION:

NOT AVAILABLE FOR AFTER HOURS OR HOLIDAY  
SERVICE.

KEVIN QUINN

PRESIDENT

QUINN TIRE, INC.



# City of Santa Fe, New Mexico

## BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SECC. 1987

City Of Santa Fe  
PO BOX 909  
Santa Fe NM, 87504

Official Document  
Please Post

Business Name: QUINN TIRE INC

Location: 1005 CORDOVA PL

Class: BUSINESS REGISTRATION - STANDARD

Comment:

Control Number: 0000680

License Number: 15-00029791

Issue Date February 19, 2015

Expiration Date December 31, 2015

QUINN TIRE INC  
1005 CORDOVA PL

SANTA FE NM 87501

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

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

**COST OF SPECIFIED REPAIRS AND SERVICES:**

**PER TIRE PRICE**

Cost to remove and replace tandem outside tire on class D truck (SCHEDULED SERVICE WITHIN CITY YARD)	\$ 25. <sup>00</sup>
Cost to remove and replace tandem inside tire on class D truck (SCHEDULED SERVICE WITHIN CITY YARD)	\$ 28. <sup>00</sup>
Cost to remove and replace front steer tire on class D truck (SCHEDULED SERVICE WITHIN CITY YARD)	\$ 28. <sup>00</sup>
Cost to remove and replace tires on light duty vehicles (INCLUDING SPIN BALANCING)	\$ 34. <sup>00</sup>

**COST TO PROVIDE ON CALL SERVICES FOR THE FOLLOWING SERVICES:**

Flat repair or replace on tandem inside tire on class D truck: (EMERGENCY ON CALL SERVICE)	\$ 32. <sup>00</sup>
Flat repair or replace on tandem outside tire on class D truck: (EMERGENCY ON CALL SERVICE)	\$ 28. <sup>00</sup>
Flat repair or replace on steer tire on class D truck (EMERGENCY ON CALL SERVICE)	\$ 32. <sup>00</sup>
Flat repair or replace on light duty vehicles (EMERGENCY ON CALL SERVICE)	\$ 20. <sup>00</sup>

**SERVICE CHARGES SHALL INCLUDE VENDORS TRANSPORTATION COST:**

Service charge to City facility (SCHEDULED SERVICE WITHIN CITY YARD)	\$ 70. <sup>00</sup>
Service charge for emergency call in service (WITHIN FIVE MILES OF THE CITY LIMITS)	\$ 70. <sup>00</sup>
Service charge for after hours and holidays (WITHIN FIVE MILES OF THE CITY LIMITS)	No Bid