

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 04/29/15
ITEM FROM FINANCE COMMITTEE MEETING OF 04/13/15

ISSUE:

9. Request for approval of Bid No. 15/18/B – Professional Services Agreement and Procurement of Retread Tires, Tire Casings and Tire Repairs for Environmental Services Division; Circle J Tires. (Cindy Padilla and Lawrence Garcia)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of Bid No. 15/18/B for professional services agreement and procurement of retread tires, tire casings and tire repairs for environmental services division with Circle J Tires in the amount of \$255,000 inclusive of gross receipts tax per year with option to renew three additional one year terms.

FUNDING SOURCE: 52255-52262-52263-52270

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Circle J Tires

Procurement Title: Retread Tires, Tire Casings and Tire Repairs

Solicitation RFP/RFB#: '15/18/B

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

Department Requesting/Staff Member Public Utilities/Environmental Services/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 checked="" type="checkbox"/> | <input 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 type="checkbox"/> | <input checked="" type="checkbox"/> | Bid or Offer opening sheet(s) (If RFP, then two offer opening sheets, one for technical and one for cost) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of Bidder/Offeror's detailed information |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Responsiveness review sheet or other sheet documenting responsiveness for each Bidder/Offeror, attach requests for additional information to cure items |
| <input type="checkbox"/> | <input checked="" 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 checked="" type="checkbox"/> | <input type="checkbox"/> | Other: <u>Low Bidder Tabulation sheet</u> |

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 | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation from protester filed with the Purchasing Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Department to Purchasing Office Providing response to protest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Purchasing Officer to protester and Department on final outcome |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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 | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Original bid(s) or proposal(s) with no redactions. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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

Lawrence Garcia
Department Rep Signature attesting that all information included

Trinity Rodriguez
Purchasing Officer attesting that all information is reviewed

**ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING 4/1/15**

ISSUE NO. 17

Request for approval of a Professional Services Agreement with Circle J Tires for tire recapping services including purchase of casings and repairs, for the amount of \$250,000 per year exclusive of NMGRT. (Cindy Padilla/Lawrence Garcia)

Public Utilities Committee – 4/1/15
Finance Committee – 4/13/15
City Council – 4/29/15

PUBLIC UTILITIES COMMITTEE ACTION: Approved to forward to 4/13/15 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP: Staff needs to provide revised memo regarding \$5K difference between memo and PSA.

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

DATE: April 1, 2015
TO: Public Utilities Committee *Finance Committee*
FROM: Lawrence Garcia, Project Administrator *LG*
VIA: Cindy Padilla, Environmental Services Division Director *CP*
Nick Schiavo, Public Utilities Department and Water Division Director *NSA*

ITEM AND ISSUE:

Request for approval Bid # '15/18/B for the purchase of retread tires, tire casings, and tire repairs for Environmental Services Division.

SUMMARY:

The Environmental Services Division (Division) is currently utilizing retread tires on the rear axles of refuse collection vehicles. The Division has seen a reduction in operational costs by utilizing retread tires, using casings from City Transit, the Santa Fe Solid Waste Management Agency and the Fire Department. Additionally we are minimizing disposal costs and keeping tire casings out of the landfill.

On March 5, 2015 the Division received bids from two vendors for retread tires. Bid prices are listed below. Cumulative pricing includes a total of all services provided by the vendor.

Vendor Name	Cumulative Bid Pricing
Circle J Tires	\$1,158
A to Z Tire	1,220.31

RECOMMENDED ACTION:

Staff recommends approving the contract with Circle J Tires for a total amount not to exceed two hundred fifty five thousand dollars (\$255,000) per year. Circle J Tires was the low bidder and met all specifications: assured available casings and seven day turn around on ordered retread tires, both of which are critical to safe and efficient operations. 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 the purchase. The portion of the funds for fiscal year 14/15 will not exceed the current available budgeted amounts. 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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Circle J Tires, (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. Provide re-capping services to the City.

B. Pick-up used tire castings from City yard, 1142 Siler Rd. Santa Fe, NM and deliver finished product to the same address based on turnaround time provided within the RFP.

C. Provide tire castings for re-capping at City request.

D. Provide documentation of all castings pick-up at the time of collection.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel and 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 a sum not to exceed two hundred fifty thousand dollars (\$255,000), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate based on Exhibit "A" attached hereto and incorporated herein.

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 and approval 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 terminate on June 30, 2016, unless sooner pursuant to Article 7 below.

6. OPTION TO RENEW

Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for three (3) additional one (1) year period, not 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 30 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, 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.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 or other evidence of Contractor's compliance with the provisions of this section 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 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. AMENDMENT

This Agreement shall not be altered, changed or

modified except by an amendment in writing executed by the parties hereto.

19. 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.

20. 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.

21. 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.

22. 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:
Lawrence M. Garcia
Environmental Services
P.O. Box 999
Santa Fe, NM 87504

Contractor:
Jim Reimer II
Circle J Tire
4300 Rankin Ln NE
Albuquerque, NM 87107

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

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

CRS#02-161245-00-5

ATTEST:

SFBL# 15-00130235

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MM 3/11/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR
Business Unit/Line Item: 52255,52262,52263,52265,52270.530900

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

Circle J Tires
4300 Rankin Ln NE
Albany NM 87107

DELIVERY

Bids shall include all costs of pick-ups and delivery to the City of Santa Fe, Environmental Services Division, 1142 Siler Rd. Santa Fe, NM 87501

Number of days to deliver after collection of casings or ordered with vendors casings.

7 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 quality, design, capabilities, etc.

TOTAL AMOUNT: \$1158.00 - Local preference discount

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:

Circle J Tires

Firm

4300 Rankin Ln NE Albany NM 87107

Address

[Signature]

Authorized Signature

Jim Ruimer #

Print Name

President / CEO

Position

505-345-7242

Phone Number

505-344-0522

Fax Number

3-5-15

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): 51R71

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Exhibit "A"

SPECIFICATIONS
15/18/B

SPECIFICATIONS:

YES NO OFFERED

Vendor to provide Bandag Retread BDM 210 or 220 or equal on all 11/R 22.5, 12/R 22.5 tires

Vendor to provide Bandag Retread BDM 240, 250, 260, or 270 or equal on all 315/80R 22.5

Vendor to provide Bandag Retread BDM or equal on all 275/70R22.5, 295/70R 22.5 low profile tires

Vendor to provide Bandag Retread BDLT or equal on all 245/70R 19.5, low profile tires

COST OF RETREAD TIRES

COST PER TIRE

11/R22.5

\$ 159.00

12/R22.5

\$ 150.00

315/80R 22.5

\$ 199.00

245/70R 19.5 Low Profile

\$ 110.00

275/70R 22.5 Low Profile

\$ 140.00

295/70R 22.5 Low Profile

\$ 140.00

11/R22.5 Casing Cost

\$ 90.00

Must maintain a minimum of fifty stock casings

315/80R 22.5 Casing Cost

\$ 90.00

Must maintain a minimum of fifty stock casings

245/70R 19.5 Low Profile Casing Cost

\$ 15.00

275/70R 22.5 Low Profile Casing Cost

\$ 15.00

295/70R 22.5 Low Profile Casing Cost

\$ 15.00

Section Repair Cost

\$ 35.00

Nail Hole Repair Cost

0

Bead Repair Cost

0



**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 Retread Tires, Tire Casings and Tire Repairs

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$250,000.00

Termination Date: June 30, 2014

Approved by Council Date: TBA

or by City Manager Date: _____

Contract is for: Retread Tires, Tire Casings and Tire Repairs

Amendment # N/A to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

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

Amount \$ N/A 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# 15/18/B Date: March 5, 2015

RFQ [] Date:

Sole Source [] Date:

Other

6 Procurement History: First year with three additional one year terms
example: (First year of 4 year contract)

7 Funding Source: 52255 -52262-52263-52265-52270 BU/Line Item: 530900

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Lawrence Garcia

Phone # 505-955-2241

10 Certificate of Insurance attached. (if original Contract) [x]

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:

Large empty rectangular box for comments.

**CITY OF SANTA FE
(PUBLIC UTILITIES/ ENVIRONMENTAL SERVICES)**

"REQUEST FOR BID"

RETREAD TIRES, TIRE CASINGS, AND TIRE REPAIRS

BID # '15/18/B

BID DUE:

March 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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Advertisement for Bids

Bid Schedule

Information Bidders

Special Conditions

Specifications

Bid Form

Attachments:

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

BID SCHEDULE

BID # '15/18/B

- | | | |
|----|---|---|
| 1. | ADVERTISEMENT | February 19, 2015 |
| 2. | ISSUANCE OF BID'S | February 19, 2015 |
| 3. | RECEIPT OF BID: | March 5, 2015 at 2:00 P.M. local prevailing time. Purchasing Office
2651 Siringo Road Bldg., "H"
Santa Fe, New Mexico 87505
(505) 955-5711 |
| 4. | PUBLIC WORKS: | March 23, 2015 |
| 5. | RECOMMENDATION OF AWARD TO FINANCE COMMITTEE: | March 16, 2015 |
| 6. | RECOMMENDATION OF AWARD TO CITY COUNCIL: | March 25, 2015 |

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

**ADVERTISEMENT FOR BIDS
BID NO. '15/18/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, March 5, 2015. Any bid received after this deadline will not be considered.** This bid is for the purpose of procuring:

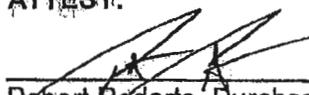
RETREAD TIRES, TIRE CASINGS, AND TIRE REPAIRS

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 Redarte, Purchasing Officer

Received by the Santa Fe New Mexican on: 02/13/15

To be published on: 02/19/15

Received by the Albuquerque Journal on: 02/13/15

To be published on: 02/19/15

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Special Conditions

Specifications

Bid Form

Attachments:

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

**ADVERTISEMENT FOR BIDS
BID NO. '15/18/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, March 5, 2015. Any bid received after this deadline will not be considered.** This bid is for the purpose of procuring:

RETREAD TIRES, TIRE CASINGS, AND TIRE REPAIRS

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 Redarte, Purchasing Officer

Received by the Santa Fe New Mexican on: 02/13/15

To be published on: 02/19/15

Received by the Albuquerque Journal on: 02/13/15

To be published on: 02/19/15

BID SCHEDULE

BID # '15/18/B

- | | | |
|----|--|---|
| 1. | ADVERTISEMENT | February 19, 2015 |
| 2. | ISSUANCE OF BID'S | February 19, 2015 |
| 3. | RECEIPT OF BID: | March 5, 2015 at 2:00 P.M. local prevailing time. Purchasing Office
2651 Siringo Road Bldg., "H"
Santa Fe, New Mexico 87505
(505) 955-5711 |
| 4. | PUBLIC WORKS: | March 23, 2015 |
| 5. | RECOMMENDATION OF AWARD
TO FINANCE COMMITTEE: | March 16, 2015 |
| 6. | RECOMMENDATION OF AWARD
TO CITY COUNCIL: | March 25, 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, March 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: '15/18/B
Title of the bid: Retread Tires, Tire Casing and Tire Repairs
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 that vendor who meets 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.

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 Department.

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 8% 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

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean that it maintains a place of business in Santa Fe County, and that:

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.

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.

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

SPECIFICATIONS
15/18/B

SPECIFICATIONS:

YES NO OFFERED

Vendor to provide Bandag Retread BDM 210 or 220 or equal on all 11/R 22.5, 12/R 22.5 tires

✓ _____

Vendor to provide Bandag Retread BDM 240, 250, 260, or 270 or equal on all 315/80R 22.5

✓ _____

Vendor to provide Bandag Retread BDM or equal on all 275/70R22.5, 295/70R 22.5 low profile tires

✓ _____

Vendor to provide Bandag Retread BDLT or equal on all 245/70R 19.5, low profile tires

✓ _____

COST OF RETREAD TIRES

COST PER TIRE

11/R22.5

\$ 159.⁰⁰

12/R22.5

\$ 150.⁰⁰

315/80R 22.5

\$ 199.⁰⁰

245/70R 19.5 Low Profile

\$ 110.⁰⁰

275/70R 22.5 Low Profile

\$ 140.⁰⁰

295/70R 22.5 Low Profile

\$ 140.⁰⁰

11/R22.5 Casing Cost

\$ 90.⁰⁰

Must maintain a minimum of fifty stock casings

315/80R 22.5 Casing Cost

\$ 90.⁰⁰

Must maintain a minimum of fifty stock casings

245/70R 19.5 Low Profile Casing Cost

\$ 15.⁰⁰

275/70R 22.5 Low Profile Casing Cost

\$ 15.⁰⁰

295/70R 22.5 Low Profile Casing Cost

\$ 15.⁰⁰

Section Repair Cost

\$ 35.⁰⁰

Nail Hole Repair Cost

0

Bead Repair Cost

0

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 8% 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) 51R71

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.

Vendor must provide specification sheets, and sample of tread for retread type offered for both 11/R 22.5 and 315/80R 22.5. Bidder must provide one 11/R 22.5 sample which will be returned after a vendor has been selected.

Failure to provide all required materials will result in a non-responsive bid.

EXCEPTIONS

CITY OF SANTA FE
BID FORM
BID # '15/18/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.

**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.

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

Circle J Tires
4300 Rankin Ln NE
Albany NM 87107

DELIVERY

Bids shall include all costs of pick-ups and delivery to the City of Santa Fe, Environmental Services Division, 1142 Siler Rd. Santa Fe, NM 87501

Number of days to deliver after collection of casings or ordered with vendors casings.

7 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.

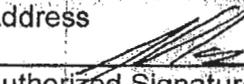
TOTAL AMOUNT: \$1158.00 - Local preference discount

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:

Circle J Tires
Firm

4300 Rankin Ln NE Albany NM 87107
Address


Authorized Signature

Jim Reimer #
Print Name

President / CEO
Position

505-345-7242
Phone Number

505-344-0522
Fax Number

3-5-15
DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): 51R71
TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License # _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (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: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____

My commission expires _____
Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER



City of Santa Fe, New Mexico BUSINESS LICENSE

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

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

Official Document
Please Post

Business Name: **CIRCLE J TIRES**

Location: **SF COUNTY**

Class: **BUSINESS REGISTRATION-STANDARD PSA W/CITY**

Comment:

Control Number: 0064100

License Number: 15-00130235

Issue Date March 05, 2015

Expiration Date December 31, 2015

CIRCLE J TIRES
PO BOX 27266

ALBUQUERQUE NM 87125

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.