

CITY OF SANTA FE

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

“REQUEST FOR BIDS”

**ABOVE -GROUND STORAGE TANK
REMOVAL AND INSTALLATION
at the
CAJA DEL RIO LANDFILL**

RFB No. ‘15/04/B

BID DUE:

August 28, 2014

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD - BUILDING “H”

SANTA FE, NEW MEXICO 87505

Table of Contents

ADVERTISEMENT FOR BIDS	3
BID SCHEDULE	4
INFORMATION TO BIDDERS	5
1. RECEIPT AND OPENING OF BIDS	5
2. PREPARATION OF BID	5
3. BID SECURITY	5
4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT.....	5
5. ADDENDA AND INTERPRETATIONS.....	6
6. POWER OF ATTORNEY	6
7. LAWS AND REGULATIONS.....	6
8. COLLUSION.....	6
9. METHOD OF AWARD	7
10. IDENTICAL BIDS	7
11. PROTESTS AND RESOLUTIONS PROCEDURES.....	7
12. PUBLIC INFORMATION	7
13. BRAND NAMES.....	7
14. TAX EXEMPT.....	8
15. PREFERENCES IN PROCUREMENT	8
DEFINITIONS AND TERMS	9
SPECIAL CONDITIONS	11
1. GENERAL	11
2. ASSIGNMENT.....	11
3. VARIATION IN SCOPE OF WORK	11
4. DISCOUNTS	11
5. TAXES.....	11
6. INVOICING.....	11
7. METHOD OF PAYMENT	12
8. DEFAULT	12
9. NON-DISCRIMINATION	12
10. NON-COLLUSION	12
11. WARRANTY.....	12
12. TRAINING	12
SPECIFICATIONS.....	13
BID SUBMITTAL FORM	21
BID SHEET	23
APPENDIX A. RESIDENT VETERANS PREFERENCE CERTIFICATION.....	25

ADVERTISEMENT FOR BIDS

RFB No. '15/04/B

Competitive sealed bids will be received by the Santa Fe Solid Waste Management Agency 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 on Thursday, August 28, 2014.** Any bid received after this deadline will not be considered. This RFB is for the purpose of procuring:

**ABOVE -GROUND STORAGE TANK
REMOVAL AND INSTALLATION
at the
CAJA DEL RIO LANDFILL**

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 Santa Fe Solid Waste Management Agency (Agency) is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment regulations.

Bids may be held for sixty (60) days subject to action by the Agency. The Agency reserves the right to reject any or all bids in part or in whole. Bid packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505. Telephone number is (505) 955-5711. Questions related to this bid can be directed to Randy Watkins, Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506. Telephone number is (505) 424-1850, ext. 130. The RFB is also available at <http://www.santafenm.gov/bids.aspx>.

ATTEST:



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican on: July 24, 2014
To be published on: July 29, 2014

Received by the Albuquerque Journal on: July 24, 2014
To be published on: July 29, 2014

BID SCHEDULE

RFB No. '15/04/B

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

	EVENT	DATE
1.	Advertisement	July 29, 2014
2.	Issuance of RFB:	July 29, 2014
3.	Receipt of Bids:	August 28, 2014 at 2:00 p.m. Local Prevailing Time City of Santa Fe Purchasing Office 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505
4.	Recommendation of Award to Joint Powers Board:	September 18, 2014

INFORMATION TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Santa Fe Solid Waste Management Agency (herein called "Agency"), invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City of Santa Fe Purchasing Office until **2:00 p.m. local prevailing time on Thursday, August 28, 2014**. At this time the City of Santa Fe Purchasing Officer will publicly open and read bid(s) aloud.

Two complete sets of bid shall be submitted in a sealed envelope or container and addressed to the City of Santa Fe, Purchasing Office, 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, as late-delivered packages will be determined to be non-responsive, 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 sealed envelope or container should clearly indicate the following information:

RFB No.: '15/04/B

**Title of the Bid: Above-Ground Storage Tank Removal and Installation at
the Caja del Rio Landfill**

Name and address of the Bidder:

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

2. PREPARATION OF BID

All blank spaces for bid prices must be filled in, hand or 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 the 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 the need for an addendum. Any questions concerning the bid must be addressed prior to the bid opening date.

Every request for such interpretations should be in writing addressed to, City of Santa Fe Purchasing Officer, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico, 87505 and to be given consideration must be received at least five (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFB, which if issued, will be sent by facsimile, e-mail, or hand delivered to all prospective Bidders who are known by the Agency to have received a complete RFB not later than three days prior to the date fixed for the opening of the bids. Failure of any Bidder to receive any such addenda or interpretations shall not relieve Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

Copies of addenda may be obtained from the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505.

The Agency reserves the right not to comply with these time frames mentioned above if an addendum is required to extend the bid deadline or withdraw the RFB due to significant justification(s) that are in the best interest of the Agency.

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 Bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full. In particular, Bidder is notified that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kick-backs.

8. COLLUSION

No Bidder shall submit more than one bid in response to the RFB. Collusion among Bidders or the submission of more than one bid under different names by any vendors or individual shall be cause for rejection of all bids in questions without consideration.

9. METHOD OF AWARD

The award of the purchase agreement will be made to that Bidder 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 Agency 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 Agency reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest Bidder at its discretion, provided that it is in the best interest of the Agency, if the City of Santa Fe's Purchasing Manual and pertinent State Statutes are thereby served.

10. IDENTICAL BIDS

If two or more identical bids are received, the Purchasing Officer will apply the process described in Section 13-1-110 NMSA 1978 of the New Mexico Procurement Code.

11. PROTESTS AND RESOLUTIONS PROCEDURES

Any Bidder who is aggrieved in connection with the RFB process may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest, but may not be filed later than seven (7) days after the Joint Powers Board approves award of the contract. Requirements regarding protests and resolution of protests are available upon request from the Purchasing Office.

12. 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.

13. BRAND NAMES

All brand names specified in this bid are not meant to be restrictive, but to be used as descriptive or equal specification. Bidder should include enough information with the bid submitted so this determination can be made. 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.

14. TAX EXEMPT

The Agency 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.

15. PREFERENCES IN PROCUREMENT

New Mexico In-State Preference: To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 a business shall submit with its a copy of a valid resident business certificate issued by the NM Department of Taxation and Revenue.

If a Bidder submits with its proposal a copy of a valid and current in-state resident business certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded.

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

or

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 Bidder to provide evidence of annual revenue and other evidence of veteran status.

A Bidder 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 C.

If a Bidder 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 resident business preference is not cumulative with the resident veteran business preference.

Santa Fe Local Preference: The Santa Fe local preference is not applicable to the competitive sealed bids process.

DEFINITIONS AND TERMS

1. **Addendum:** a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Request for Bids. Plural: addenda.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **Bidder:** means the companies or firms submitting a bid in response to this Request for Bids.
4. **City:** means the City of Santa Fe.
5. **Contractor:** means the successful Bidder who enters into a binding contract.
6. **Determination:** means the written documentation of a decision of the purchasing officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (Section 13-1-52 NMSA 1978).
7. **Joint Powers Board (JPB):** means the governing body for the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station.
8. **Landfill:** means the Caja del Rio Landfill.
9. **Purchase Order:** means a fully executed purchase document issued by the City of Santa Fe that specifies the items and services to be provided by the Contractor.
10. **Purchasing Office:** means the City of Santa Fe Purchasing Office.
11. **Purchasing Officer:** means the City of Santa Fe Purchasing Officer.
12. **Request for Bids:** or “RFB” means all documents, including those attached or incorporated by reference, used for soliciting bids (Section 13-1-102 NMSA 1978).
13. **Responsible Bidder:** means a bidder who submits a responsive bid and who has furnished, when required, information and data to prove that the bidder’s financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the request for bids (Section 13-1-82 NMSA 1978).
14. **Responsive Bid:** means a bid that conforms in all material respects to the requirements set forth in the request for bids. Material respects of a bid include, but are not limited to, price, quality, quantity or delivery requirements (Section 13-1-84 NMSA 1978).
15. The terms **must, shall, will, is required, or are required,** identify a mandatory item or factor that will result in the rejection of the bidder’s proposal.

16. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

(This Space Left Blank Intentionally)

SPECIAL CONDITIONS

1. GENERAL

When the City Purchasing Officer issues a purchase order document in response to the Contractor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the Contractor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

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

4. DISCOUNTS

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

5. TAXES

The price shall include all taxes applicable. The Agency is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

- (A) The Contractor'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 **Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506** and not the City of Santa Fe.

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

9. NON-DISCRIMINATION

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

10. NON-COLLUSION

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

11. WARRANTY

Warranty shall be included for material and workmanship as specified in the bid specifications. Warranty shall begin when the Agency 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 machine. All details of the warranty shall be included with the bid. Bidder shall respond to all requests for warranty repair within three (3) hours of notification by the Agency.

12. TRAINING

Training shall include the operation, maintenance, and safety of the above-ground storage tank for up to 10 people.

SPECIFICATIONS
RFB No. '15/04/B

ABOVE-GROUND STORAGE TANK REMOVAL AND INSTALLATION
at the
CAJA DEL RIO LANDFILL

The Santa Fe Solid Waste Management Agency is requesting bids for an above-ground storage tank removal and installation and associated components at the Caja del Rio Landfill.

Base bid shall include one year warranty covering all materials, workmanship and defects.

Base bid must include training and operation, maintenance, and safety for up to 10 people.

Background

The Santa Fe Solid Waste Management Agency (Agency) is a public entity that is jointly owned by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements Act. The Agreement delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill (Landfill).

In addition to operating our facilities, the Agency also has a Maintenance Department that houses a fueling area and is in charge of maintaining and fueling all of the vehicles operated. The existing above ground storage tank and fuel system is approaching the end of its useful life and the integrity of the tank is potentially compromised. In order to maintain the continuity of our ongoing operations, the need for replacement of a permanent above ground storage tank and fueling implements is a necessity for the Agency.

PART 1 – SCOPE OF WORK

1.1 Scope of Work

A. The includes the following:

1. Notification of state and local authorities; and site preparation.
2. All materials, labor, equipment, and supervision necessary to decommission and install a 6,000 gallon above-ground storage tank (AST), including one dispenser with one hose of diesel fuel only and required gauges, labels, etc. The existing concrete fuel tank pad is to be reused.
3. Finished product of the Work shall comply with all applicable administrative regulatory codes.

1.2 Reference

A. New Mexico Administrative Code:

1. NMAC 20.5.

B. Underwriters Laboratories, Inc.:

1. UL Standard 142 - Standard for Steel Aboveground Tanks for Flammable and Combustible Liquids.
2. UL Standard 2085 - Standard for Insulated Secondary Containment Aboveground Tanks for Flammable and Combustible Liquids.

C. National Fire Protection Association:

1. NFPA 30 - Flammable and Combustible Liquids Code.
2. NFPA 30A - Automotive and Marine Service Station Code
3. NFPA 31 - Standard for the Installation of Oil-Burning Equipment
4. NFPA 241 - Safeguarding Construction, Alteration and Demolition Operations.

1.3 System Description

- A. Removal and decommissioning of one (1) existing 6,000 gallon above-ground storage tank (AST), and existing dispensing assembly, and installation of one (1) new 6,000 gallon AST system including one dispenser with one hose of diesel fuel only and all required gauges, labels, etc. The existing concrete fuel tank pad is to be reused.

1.4 Submittals

- A. Shop Drawings: Submit manufacturer's pre-production shop drawings showing details of construction and materials for AST systems to the Executive Director for approval prior to start of installation.
- B. Certificates: Submit certificates for AST installation and site personnel issued by State of New Mexico Department of the Environment, Petroleum Storage Tank Bureau (NMED-PTSB)

1.5 Closeout Submittals

- A. Project Record Documents: Record actual locations of AST, all piping and dispenser connections, electrical power and instrumentation routing, and other points of connection made as part of this project and for future connections on original drawings prepared by installing Contractor/subcontractor. Include copies of Record Drawings with Operations and Maintenance manual.

1.6 Quality Assurance

- A. Perform Work in accordance with following:
1. United States Environmental Protection Agency.
 2. State of New Mexico NMED and PTSB.
 3. Santa Fe County Fire Department requirements.
 4. Public utility company requirements.

- B. Obtain and pay for necessary permits and certificates required and give proper notices for and during performance of the Work.

1.7 Protection of Existing Work Facilities

- A. Verify locations of, and protect, any signs, paved surfaces, buildings, structures, sidewalks, landscaping, streetlights, hydrants, data transmission, utilities, and all other such facilities and improvements that may be encountered or interfered with during progress of the Work, both inside and outside construction limits.
- B. Take all measures necessary to safeguard all existing work and facilities that are outside limits of the Work or items that are within construction limits but are intended to remain.
- C. Provide and maintain adequate catch platforms, warning lights, barricades, guards, weather protection, dust protection, fences, planking, bracing, shoring, piling, signs, and other items required for proper protection of work.
- D. Provide protection for workmen, public, adjacent construction, and occupants of existing building(s).
- F. Burning of debris on property not permitted.
- G. Provide adequate fire protection.
- H. Explosives shall not be used.
- I. Proper erosion control practices shall be employed to minimize surface runoff to adjacent properties, nearby streams, or other surface waters.
- J. Make repairs or provide new replacement of all damage that is not part of the Work on project site or to adjacent property to Executive Director's satisfaction.

1.8 Notifications/Permits

- A. Notify in writing Santa Fe County Fire Department Chief, local NMED-PTSB authorized agent, and Executive Director of installation schedule at least 15 days prior to beginning tank installation work. Obtain permits, coordinate with local fire officials, and comply with local ordinances governing aboveground tank installations.

1.9 Qualifications

- A. Tank Installation Company: Company specializing in performing work of this section with minimum five (5) years experience and certified by NMED-PTSB.
- B. Installation, Testing, and Inspection Site Personnel: Individuals specializing in performing work of this section with minimum 5 years experience and certified by NMED-PTSB.

1.10 Environmental Requirements

- A. State and local code requirements shall control handling, storage, transportation, and disposal of solid wastes, contaminated soils, scrap materials, hazardous or non-hazardous wastes, and other construction/demolition materials.

1.11 Coordination

- A. All bidders must ensure work is compliant with local laws and parties informed as per Section 1.8, Notifications/Permits.
- B. Coordinate Work with Executive Director for tank installation.
- C. Tank installations must be properly documented. Documentation shall conform to minimum requirements listed in NMAC 20.5.

PART 2 - PRODUCTS

2.1 General

- A. Conform all materials to size and type as called for in specifications and to applicable Laws, Codes, and Ordinances.
- B. All products and materials are to be new, undamaged, clean, and in good condition. Existing products and materials are not to be reused unless specifically indicated.
- C. Be responsible for safe storage and handling of all materials utilized in the Work including any materials furnished by Owner. Store all materials in areas designated by the Executive Director. Store and /or handle materials to not adversely affect traffic, drainage, fire protection, or public safety. Inconveniences to public from storage and handling of materials shall be kept to a minimum.
- D. Perform all work in accordance with any applicable manufacturer's instructions.

2.2 Above-Ground Storage Tank – Steel Double Wall Tank

- A. AST system shall include:
 - 1. 2-inch standard vent with weatherproof vent cap;
 - 2. 6-inch emergency vent with weatherproof vent cover;
 - 3. 18-inch minimum top man way;
 - 4. Interstitial leak monitoring system;
 - 5. Top-entry float gauge in addition to any other appurtenances required for system;
 - 6. All appurtenances shall meet requirements set forth in NMAC 20.5; and
 - 7. Connected ladder, stairway, or rungs to gain access to top of tank.
- B. Diesel Fuel AST shall be an F921 double wall tank or equivalent.
- C. AST made of steel in accordance with NFPA 30 Chapter 2 and NMAC 20.5 for use with diesel fuel product.

- D. AST shall be built in accordance with recognized standards of design. AST shall be built and installed within scope of Standards for Steel Aboveground Tanks for Flammable and Combustible Liquids, and UL 142 or UL 2085. AST shall bear either UL 142 label or UL 2085 label specifying aboveground flammable liquid use.
- E. UL listed steel storage tank shall be no less than 1/4-inch thick, enclosed completely within secondary containment tank of steel no less than 3/16-inch thick on supporting steel saddles.
- F. Spill/Overfill Containment: UST system shall include minimum 7-gallon spill/overfill container surrounding fill pipe. Fill pipe shall be recessed into container so that it is lowest opening on tank. Spill/overfill container shall include normally closed valve to release spilled product into main tank. Fill pipe shall be equipped with lockable cover.
- G. AST shall be primed and painted white for outside use. AST shall be labeled in accordance with NMAC 20.5.

2.3 Foundation Slab

- A. AST shall be installed on existing concrete slab.

2.4 Piping and Fittings

- A. Piping, valves, and fittings shall comply with Chapter 3 of NFPA 30.
- B. All aboveground piping shall be of steel and coated to inhibit corrosion.

2.5 Dispensing System

- A. Electronic dispenser shall be a Gasboy Model 9840 dispenser or equivalent.
- B. Submersible pump shall be a 1¾ hp Red Jacket with an anti-siphon valve or equivalent.
- C. System shall be rated at 40 gpm.
- D. System shall include 1" hanging hardware and a liquid sump sensor.

2.6 Leak Monitoring System

- A. Supplied unit shall detect presence of hydrocarbons in interstitial space of AST and any appurtenant double wall piping.
- B. System monitoring unit shall be installed to provide leak detection access tube located in interstitial space between inner tank and secondary barrier. In event of leak from primary tank, leaked fuel will flow to detection tube and be detected by electronic liquid petro-sensor installed within tube. Petro-sensor probe shall be connected to tank monitoring panel to provide warning signal in event sensor probe detects leaked product within

secondary containment interstitial space. Unit shall be capable of performing test of overall system operation and integrity.

2.7 Tank Gauging System

A. Monitoring system shall include:

1. Visual tank gauge for measuring and recording product inventory; and
2. Alarm indication for leak detection.

B. An existing Veeder Root Fuel Tank Monitoring System shall be functionally connected to the AST.

2.8 Overfill Protection

A. Overfill protection shall be provided by following methods:

1. Direct reading level gauge on tank, visible from fill pipe access; and
2. 95% valve installed in fill line which reacts to high levels of product in tank by closing off fill line to prevent further product introduction.

PART 3 - EXECUTION

3.1 Examination

A. All examinations should be compliant and in compliance with NMAC 20.5.

B. Verify location of AST with Executive Director.

3.2 Installation

A. AST system including appurtenances shall be installed in strict accordance with manufacturer's recommendations and applicable fire and environmental codes. State and local permits shall be obtained prior to installation.

B. Certified installers shall install AST and systems in accordance with NMAC 20.5.

3.3 Aboveground Storage Tank (AST)

A. AST shall be installed in accordance with requirements for aggregate storage capacity at site, labeling, and all other installation requirements not indicated in this scope of service but specified in NMAC 20.5.

B. AST shall be installed on existing concrete base slab.

C. AST shall be marked on all sides with warning signs: ("FLAMMABLE" or "COMBUSTIBLE", as appropriate for contents), product identification, and other signs as required by applicable codes.

3.4 Electrical

- A. Electrical work shall be in accordance with applicable codes and shall be rated for hazardous area as required. AST shall be electrically grounded in accordance with NFPA 78.
- B. AST system installations shall be inspected and approved by system supplier or its certified contractor. System supplier shall submit comprehensive checklist of quality and safety items critical to system and verify that installation has been performed in accordance with these standards applicable fire and environmental codes.
- C. State and local permit applications shall be completed using correct forms. System installation shall not start before obtaining required State and local permits and approvals.

3.5 Testing and Guarantee

- A. Test all newly installed equipment, including line tightness and leak detection, for compliance with requirements of local, state, and federal regulations and to determine that system is operating properly.
- B. Upon completion of installation work, submit to the Executive Director a submittal packet which includes as-built record drawings and copies of all state and local government required paperwork and plan reviews, as well as manufacturers descriptions and specifications for all components of system that were installed as part of Contract.
- C. Furnish copies of completed State of New Mexico Petroleum Storage Tank Registration Form to: Petroleum Storage Tank Bureau, New Mexico Department of Environment, 2905 Rodeo Park Drive East, Building 1, Santa Fe, NM 87505 and to the Executive Director.
- D. Furnish Santa Fe County Fire Department with copy of location drawing that includes description of updated AST.

3.6 Site Restoration

- A. Unless otherwise specified or noted on drawings, fully and completely restore surface of all disturbed areas to like condition of surface prior to the Work. Sawcut all pavements to straight and neat lines and repair with like materials to full depth of pavement as existed prior to the Work.
- B. Clean up all areas used for storage of materials or temporary deposit of excavated earth. Remove all surplus material, tools and equipment.
- C. Burning is not permitted

3.7 Training

- A. Provide minimum of one hour training to facility personnel demonstrating functions of and maintenance procedure for entire system. Training session must also include

instructions on leak detection and record keeping as required by NMED-PSTB. Guidance must also be given as to how to respond in event of leak in system.

Part 4 - RECYCLING

4.1 Summary

A. Section includes:

1. Waste management goals;
2. Waste management plan;
3. Reuse;
4. Recycling;
5. Materials sorting and storage on-site; and
6. Waste management plan form.

4.2 Waste Management Goals

- A. The Agency requires that as many waste materials as possible produced as result of this project be salvaged, reused or recycled in order to minimize impact of construction waste on landfills and to minimize expenditure of energy and cost in fabricating new materials.
- B. Contractor shall submit a Waste Management Plan (WMP) for this project.

4.3 Waste Management Plan

A. Contractor shall complete the WMP and include cost of recycling/reuse in his Bid. The WMP will be submitted to the Executive Director within fifteen (15) days of bid opening date. Submittal shall include cover letter and WMP with:

1. Information on:
 - a. Types of waste materials produced as result of work performed on site.;
 - b. Estimated quantities of waste produced.;
 - c. Identification of materials with potential to be recycled or reused (based on sample WMP);
 - d. Transportation methods; and
 - e. Destinations.

4.4 Recycling

A. The following materials can be recycled in Santa Fe County area:

1. Corrugated cardboard; and
2. Metal.

SANTA FE SOLID WASTE MANAGEMENT AGENCY

BID SUBMITTAL FORM

RFB No. '15/04/B

**ABOVE-GROUND STORAGE TANK REMOVAL AND INSTALLATION
at the
CAJA DEL RIO LANDFILL**

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. Agency staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

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

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

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless specified otherwise in these specifications. Warranties shall begin when the Agency accepts satisfactory installation 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.

DELIVERY

Bids shall include all costs of delivery and installation of the aboveground storage tank and components at the Santa Fe Solid Waste Management Agency, Caja del Rio Landfill, 149 Wildlife Way, Santa Fe, New Mexico 87506. The above-ground storage tank and components shall be completely operational and ready for use.

Date of installation 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.

ADDITIONAL SUBMITTAL REQUIREMENTS

Bidder shall include Resident Veterans Preference Certification (Appendix A), if applicable.

(This Space Left Blank Intentionally)

BID SHEET

RFB No. '15/04/B

**ABOVE-GROUND STORAGE TANK REMOVAL AND INSTALLATION
at the
CAJA DEL RIO LANDFILL**

Item	Description	Unit	Cost (\$)
1	Removal of Above Ground Storage Tank (AST).	Lump Sum	
2	Inspection and Retrofitting of Existing Concrete Pad for Installation of New Tank.	Lump Sum	
3	New 6,000 Gallon Diesel Tank Meeting Detailed Specifications.	Lump Sum	
4	Installation and Inspection of New Tank (Describe in #3) on Existing Pad (Described in #2).	Lump Sum	
5	Installation and Inspection of Fueling System (New GasBoy Pump and Connection to Existing Veeder Root Monitoring System).	Lump Sum	
6	Filing of All Permits and Applicable Fees.	Lump Sum	

SUBTOTAL - BASE BID AMOUNT FOR ITEMS 1-6: \$ _____

NEW MEXICO GROSS RECEIPTS TAX \$ _____

TOTAL – BASE BID PLUS NM GROSS RECEIPTS TAX \$ _____

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

BIDDER'S INFORMATION

Firm

Address

Authorized Signature

Print Name

Title

E-Mail Address

Phone Number

Fax Number

Date

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

APPENDIX A

Resident Veterans Preference Certification

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2014.

NOTARY PUBLIC

My Commission Expires:
