CITY OF SANTA FE

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

"REQUEST FOR BIDS"

ON-CALL GREEN WASTE GRINDING SERVICES FOR THE BUCKMAN ROAD RECYCLING AND TRASNFER STATION

RFB No. '15/13/B

BID DUE:

JANUARY 12, 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

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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 January 12, 2015** Any bid received after this deadline will not be considered. This RFB is for the purpose of procuring:

ON-CALL GREEN WASTE GRINDING SERVICES
FOR THE
BUCKMAN ROAD RECYCLING AND TRANSFER STATION

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.

PRE-BID CONFERENCE: A non-mandatory pre-bid conference will be held at 10:00 a.m. on December 22, 2014 at the Buckman Road Recycling & Transfer Station (BuRRT) located at 2600 Buckman Road, Santa Fe, NM. The pre-bid conference will provide significant aspects of the project and may address any potential bidder questions.

Bids for the project will be presented in the form of a unit price or lump sum bid as indicated on the **Bid Form**. The bidder shall bid all items listed. Each bidder must conform to the conditions specified in the section entitled **Instructions for Bidders**.

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: December 9, 2014
To be published on: December 12, 2014

Received by the Albuquerque Journal on: December 9, 2014
To be published on: December 12, 2014

BID SCHEDULE

RFB No. '15/13/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	December 12, 2014
2.	Issuance of RFB:	December 12, 2014
3.	Non-Mandatory Pre-Bid Meeting:	December 22, 2014
4.	Receipt of Bids:	January 12, 2015 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:	February 19, 2015

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 Monday, January 12, 2015.** 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.: '15/13/B

Title of the Bid: On-Call Green Waste Grinding Services at the Buckman Road Recycling and Transfer Station

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. RESIDENT PREFERENCES

APPLICATION OF RESIDENT BUSINESS PREFERENCE: The preference will only be applied when bids are received from in state businesses, manufacturers and contractors that are within five (5) percent of the low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A-1-21 (-F) and 134-2 (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 General Services Department – Purchasing Office (Joseph Montoya Building – 1100 S. St. Francis Drive – 505-827-0472).

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 business name of the Bidder submitting the bid.

NON-APPLICATION TO COMPETING IN-STATE BIDDERS: If the lowest responsive bid and the next responsive bids within five (5) percent 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. The bid documents issued shall include the questions regarding residency, which the Bidder shall answer and certify. 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 bidder 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 lowest responsive "resident" bid shall be multiplied by 0.95. If that amount is then lower than the low responsive bid of a "non-resident" Bidder, the award will be based taking into consider the resident preference of five (5) percent.

Preferences shall not apply when the expenditure includes federal funds for a specific purchase.

A Bidder may not claim a five (5) percent preference as a manufacturer and a five (5) percent preference as a business for a cumulative ten (10) percent.

New Mexico Resident Preference Number (if applicable):_____

APPLICATION OF 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.

Preferences not cumulative: 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.

6. 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.

7. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

8. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over 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 statues impose penalties for bribes, gratuities and kick-backs.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. COMPLIANCE WITH THE CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Living Wage Ordinance §28.1 28-1.12 SFCC 1987 is attached (Appendix C). The Bidder will be required to submit the proposal such that it complies with the ordinance to the extent applicable. The recommended Bidder 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.

17. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

A. The Bidder, in the bid documents, must identify in writing to the Agency those portions of the Work that is proposed to be subcontracted and after the Notice of Award, may only subcontract other portions of the work with the Agency's written consent.

B. Bidder will not be required to employ any other subcontractor, other person or organization against whom he has reasonable objection.

C. The Bidder shall list all Subcontractor names, addresses and type of work to be performed.

D. The Subcontractor threshold amount for this project is $5,000. The General Contractor must list all subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practices Act (13-4-31 thru 14-3-43 NMSA 1988) shall apply.

E. EXEMPTION: In accordance with the "SUBCONTRACTOR'S FAIR PRACTICES ACT", Section 13-4-35, the Bidder shall not be required to submit a Subcontractor's Listing form with the bid for contracts for construction, improvement or repair of streets or highways, including bridges, underground utilities within easements, including but not limited to waterlines, sewer lines and storm sewer lines. The SUBCONTRACTOR'S FAIR PRACTICES ACT shall apply, however, to that portion of contracts for construction, improvement or repair of streets or highways which covers street lighting and traffic signals.

The Bidder shall list the Subcontractor(s) or material supplier(s) they propose to use for all trades or items on the Subcontractor Listing Form attached to the Bid Form. The listing must include Subcontractors specifically identified in Paragraph D above. If awarded the contract, the Bidder shall use the firm listed, or himself if "General Contractor" has been listed, unless a request for a change or substitution is approved by the Agency of any reason as outlined herein.

F. For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT 13-4-31…43 NMSA 1978" summarized as follows, shall apply.

a. A Bidder may not substitute any Subcontractor listed, unless the Agency approves in writing, the substitution based on the following situations:

i. The Subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;

ii. The Subcontractor fails or refuses to perform;

iii. The Bidder demonstrates to the Agency that the listed Subcontractor was due to an inadvertent clerical error;

iv. Acceptance of an alternate by the Agency causes the original Subcontractor's bid not to be low;

v. The Bidder can substantiate to the Agency that a Subcontractor's bid is incomplete, or;

vi. The Subcontractor fails or refuses to meet bond requirements of the Bidder.

b. Prior to the approval of the contractor's request for substitution, the Owner shall give notice to the listed Subcontractor by certified mail. The Subcontractor shall have five (5) working days to submit written objections to the Agency. Failure to respond shall constitute Subcontractor's consent to the substitution. If written objections are received, the Agency shall give five (5) working days notice of a hearing.

c. No other substitutions of Subcontractors may be permitted by the Bidder, other than for requested change orders in the scope of the work or unless the Bidder can show that no bids were received.

d. It shall be the responsibility of the Subcontractor to be prepared to submit performance or payment bonds if requested by the Bidder. If the Subcontractor, as per the provisions of item 1 above. (The requirement of such bonding must be include in the Bidder's written or published request for Subcontract bids).

e. If the Bidder does not specify a Subcontractor, they represent that they shall perform the work.

f. If the Bidder is claiming an inadvertent clerical error, notice shall be given to the Agency and to the involved Subcontractor within two (2) working days of the bid opening. The Subcontractor shall have six (6) working days from the bid opening to submit written objections. Failure to respond shall constitute Subcontractor's agreement that an error was made.

g. If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.

h. By State statute, violation of this act may allow the Agency to cancel the Contract or assess the Bidder a penalty up to ten (10) percent of the subcontract involved, but in no case less than the difference between the amount of the listed Subcontractor and the Subcontractor used. The Bidder shall be entitled a hearing after notice of intent to assess a penalty.

i. If a hearing is held, the dispute shall be stated in writing and the Agency shall evaluate the issues of both sides and render a determination within ten (10) days of the hearing and provide the parties with a written copy of the decision by certified mail. The Agency may also refer the matter to arbitration.

18. QUALIFICATION OF BIDS:

All Bidders must have experience in green waste grinding, familiarity with horizontal/tub grinders, safety procedures associated with grinding and the movement of equipment to and from sites, following proper NMDOT safety precautions.

19. PERFORMANCE BOND:

The Bidder will be required to furnish surety bonds in an amount at least equal to one hundred percent (100%) each of the total Event price as security for faithful performance of the Contract. The surety company must be authorized to do business in the State of New Mexico and must be acceptable to the Agency.

DEFINITIONS AND TERMS

1. **Addendum**: means 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. **BuRRT:** means the Buckman Road Recycling and Transfer Station

5. **City**: means the City of Santa Fe.

6. **Contractor**: means the successful Bidder who enters into a binding contract.

7. **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).

8. **Green Waste:** means vegetative organic matter resulting from landscaping, land maintenance and agricultural operations. Green waste includes, but is not limited to, cuttings and trimmings from trees, shrubs or lawns and similar materials. Green waste does not include rock, dirt, metal, plastic, paper or any type of construction and demolition materials.

9. **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.

10. **Mobilization:** means the costs associated with the Contractor being on site at BuRRT including transportation, staff costs, per diems, and other applicable costs required to get equipment from origin to BuRRT.

11. **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.

12. **Purchasing Office**: means the City of Santa Fe Purchasing Office.

13. **Purchasing Officer**: means the City of Santa Fe Purchasing Officer.

14. **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).

15. **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).

16. **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).

17. 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.

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

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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. INDEFINITE QUANTITY PRICE AGREEMENT

It is anticipated that a minimum of two (2) Bidders will be awarded contracts under the Indefinite Quantity Price Agreement or "on-call" procurement process. The items and/or services to be

ordered shall be listed on the BID FORM. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the Agency that any order for any definite quantity will be issued under this Price Agreement. The Bidder is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

13. PROCUREMENT UNDER EXISTING CONTRACTS

In accordance with Section 13-1-129 NMSA 1978, the bidder shall be made aware that other central purchasing offices may use the subsequent non-exclusive indefinite quantity price agreement.

14. MINIMUM WAGE RATES

The Bidder's attention is directed to the fact that wages to be paid on this project shall not be less than the prevailing wage rates as listed by the New Mexico State Labor & Industrial Commission. It shall be the successful Bidder's responsibility to inform themselves thoroughly of all state, federal and local laws and statutes pertaining to the employment of labor, the freedom of organization and the conditions of employment and shall strictly adhere to such laws and regulations as are applicable. There shall be no discrimination because of race, creed, color, national origin or legal political affiliation in the employment of persons qualified by training and experience for work under this contract.

14.1 As an addendum to the above statement, this project is subject to Minimum Wage Rates as determined by the New Mexico State Labor & Industrial Commission pursuant to Chapter 13, Section 13-14-11, NMSA 1978 only if **any** Event under this bid **exceeds $60,000**. Once the value of the Event has been determined, if necessary, the appropriate steps will be taken to contact the New Mexico State Labor & Industrial Commission, by the Bidder, to obtain a Minimum Wage Rate Decision which will govern the wage payments under this bid.

14.2 If the Event requires the Minimum Wage Decision, all Contractors and Subcontractors shall submit one (1) certified copy of the project weekly payroll to the Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506 c/o Mr. Randall Kippenbrock, Executive Director and one (1) copy also certified directly to the New Mexico State Labor Commission – Public Works Division, Aspen Building, 1596 Pacheco Street, Santa Fe, NM 87501, not later than five (5) working days after the close of each payroll period. The prime Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.

14.3 Before using apprentices on this project, the Contractor shall present to the Contracting Officer written evidence of registration of such employees with the U.S. Department of Labor, Bureau of Apprenticeship and Training, Western Bank Building (Room 1414), 505 Marquette Avenue, N.W., Albuquerque, NM 87102, Telephone: (505) 766-2398. If the apprenticeship is not registered in a bona fide apprenticeship program as mentioned above, the journeyman's wage rate for that particular classification in which he or she is working is applicable.

SPECIFICATIONS
RFB No. '15/13/B

ON-CALL GREEN WASTE GRINDING SERVICES
AT THE
BUCKMAN ROAD RECYCLING AND TRANSFER STATION

Background

The Santa Fe Solid Waste Management Agency (Agency) receives green waste from a variety of sources at its Buckman Road Recycling and Transfer Station (BuRRT) in Santa Fe, NM. Green waste handled by the Agency predominantly consists of brush such as juniper, pinon, chimisa and other woody materials as listed in the "Definitions" section of this RFB. The Agency may add the following materials to its green waste program which include but are not limited to: stumps, pallets and untreated wood (i.e. dimensional lumber). The Agency maintains a load checker in the green waste area during peak times to monitor that all material is unbagged and that no contaminants, (e.g., bags, trash, metals, etc.) are in the materials being delivered. Currently, the Agency is grinding the material to a 2" +/- or 4" +/- size for its customers. The Agency is looking to modify its operations to allow for contracted grinding services rather than managing this material using Agency resources. The following table summarizes total green waste generation per calendar year for the past three years and year to date for 2014.

Description	**2011**	**2012**	**2013**	**2014(1)**
Tons	6,133	6,319	7,166	7,547

(1) Year to date

Scope of Work

In order to make sure that our grinding operations are efficient and cost effective, the Agency is requesting bids from established grinding companies. It is the Agency's intent to maximize the diversion of green waste from the landfill and, through grinding, generate a viable product to sell. All bidders must demonstrate their compliance with local, state and federal laws and regulations, as well as obtaining any permits (i.e., large vehicle transfer, etc.) governing the processing of green waste and equipment mobilization. All of the mulch produced by this grinding contract will remain the property of the Agency.

The Agency will require all qualified bidders to perform the work on-site at BuRRT, and provide any necessary equipment to ensure the safety and separation of grinding operations from our customers using the site to drop-off materials.

Contractors will need to bring all necessary equipment to accomplish the following tasks:

- Setting up and moving grinding equipment
- Moving feedstock and loading grinding equipment
- Moving finished product to a consolidation point as designated by the Agency

BuRRT has operating hours of 7am-5pm Monday-Sunday. Contractor will perform services during stated operational hours and work outside of these hours is prohibited without prior authorization by the Agency. BuRRT is located at 2600 Buckman Road, Santa Fe, NM 87505.

Bidders will be required to have the following documents on-site and available for review by the Agency or any other party requesting them:

- Fire Safety and Protection Plan
- Safety Plan (covering equipment, employees and customers)

The Agency anticipates a minimum of two (2) grinds each year. Bidders shall also provide the Agency with the ability to utilize this service in an "On Call" nature for two (2) additional grinds, if needed. The Agency does not anticipate needing services more than a maximum of four (4) times per year. All material will be ground to a 2" +/- size based on available equipment. The Agency's preference is for a horizontal grinder to be utilized, however, if a Bidder can provide additional data that they will utilize a tub grinder in a safe manner (e.g., no projectiles), it should be outlined in the description.

If the Bidder experiences downtime as a result of equipment failure or staffing issues, these costs will be the sole responsibility of the Bidder and the Agency will not pay any associated expenses.

It is anticipated that the initial volume of material to be ground by the Bidder will be 30,000 cubic yards. The total volume on the ground will be established by a third party surveyor at the Agency's expense.

The Agency anticipates that the minimum volume of material available for this process, on an ongoing basis, will be 20,000 cubic yards.

Prior to any grinding services, the Bidder and the Agency will agree on a volume of material to ensure an accurate billing of services. This analysis will be performed by a third party surveyor at the Agency's expense.

Bidder will be required to monitor material as it is being processed and remove any contaminants which could damage the equipment. Any damage to the screens or other equipment will be the responsibility of the contractor and not the Agency.

The City of Santa Fe is currently considering curbside collection of green wastes including the addition of grass and leaves using paper bags for the collection.

SANTA FE SOLID WASTE MANAGEMENT AGENCY

BID SUBMITTAL FORM

RFB No. '15/13/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. Agency staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

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

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

_____

_____

_____

ADDITIONAL SUBMITTAL REQUIREMENTS

Bidder must complete and submit with their bid the Resident Veterans Preference Certification (Appendix A), if applicable.

Bidder shall include Performance Bond information (Appendix B).

(This Space Left Blank Intentionally)

BID SHEET
RFB No. '15/13/B

Please include a description of the equipment being utilized to accomplish the goals of this Bid:
Grinder: _____
Loader: _____
Other: _____

Please list the hourly productivity of the referenced Grinder (in CY): _____
(Note: For a 10-hour day assume 8 hours of productivity)

Option	Description	Cost	Unit	Cost		Time Frame
				20,000 CY	30,000 CY	
1A	Mobilization Fee		Per Event			
1B	2" +/- Grind (Excluding Mobilization)		Per CY			
1C	4" +/- Grind (Excluding Mobilization)		Per CY			
2A	2" +/- Grind (Including Mobilization)		Per CY			
2B	4" +/- Grind (Including Mobilization)		Per CY			

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.

Please list NON-DESIRABLE Materials below:

_____ _____

BIDDER'S INFORMATION

_____
Firm

_____
Address

_____
Authorized Signature

_____ _____
Print Name Telephone Number

_____ _____
Title Fax Number

_____ _____
Date E-Mail Address

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 _____, 2015.

_____
NOTARY PUBLIC

My Commission Expires:

_____

APPENDIX B

Performance Bond

PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENTS, that_____ _____ (here insert the name and address or legal title of the Contractor) as Principal, hereinafter called Contractor, and _____ (here insert the legal title of Surety) as Surety, hereinafter called Surety, are held firmly bound unto the Santa Fe Solid Waste Management Agency as Obligee, hereinafter called Owner, in the amount of _____DOLLARS ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the Contractor has by written agreement dated, _____, 2014, entered into a Contract with the Santa Fe Solid Waste Management Agency for Bid No. 15/13/B – Indefinite Quantity On Call Grinding Services Price Agreement for Green Waste in accordance with Contract Documents prepared by the Owner which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The Surety hereby waives notice of any alteration or extension of time made by the Owner.
2. Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:
    a. Complete the Contract in accordance with its terms and conditions or
    b. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a secession of defaults under the

contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

3. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this_____day of_____, 2015.

NOTARY PUBLIC

My Commission Expires_____

_____

Contractor- Principal

By:_____

Title: _____

Approved as to form:

Surety

Title: _____

Countersigned: _____

Surety's Authorized New Mexico Agent

APPENDIX C

City of Santa Fe
Living Wage Ordinance

City of Santa Fe

Living Wage Ordinance

Ordinance Number §28-1-28-1.12DSFCC 198

Purpose:

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wages.

Who it affects:

- All profit and nonprofit businesses required to have a business license or business registration with the City of Santa Fe.

Compliance:

- Affected businesses are required to pay employees an hourly wage of $10.66 effective March 1, 2014.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- For workers who customarily receive more than $100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Nonprofit organizations whose primary source of funds is from Medicaid waivers are ***exempt.***

Prohibitions against retaliation and circumvention:

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within 60 days of the individual's assertion of or communication of information regarding rights raises a reputable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

Enforcement and Remedies:

- Administrative Enforcement—The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- Criminal Penalty—A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to whom any such violation occurred.
- Other Remedies—The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

Nonexclusive Remedies and Penalties—The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Posting and Publication:

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a City of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

For more information, please contact: Constituent Services at 505-955-6949 Email: constituentservices@santafenm.gov

APPENDIX D

Sample Service Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY

SERVICES AGREEMENT

(On-Call Green Waste Grinding Services Indefinite Quantity Price Agreement - 2015)

This SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and _____ (the "Contractor") for indefinite and on-call grinding services as described in RFB No. '15/13/B and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in RFB No. '15/13/B and all related Contract Documents, including Contractor's bid in response thereto, which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed _____.

B. Prior to any work being executed under this Contract, the Agency shall retain the services of a 3rd party surveyor to estimate the stockpile of green waste to be processed and this will be provided to the Contractor before work commences. This will be used to determine the cubic yards for the event and allow a price to be established.

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

D. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Work hereto attached in Exhibit A.

E. Detailed statements containing reimbursement expenses, if any, shall be itemized.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on _____, 2015, unless it is terminated sooner pursuant to Article 6 below.

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

6. TERMINATION

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

a. Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

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

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

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if the Contractor fails to meet the provisions for this Agreement, 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.

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

A. Contractor, its agents, and its employees are independent contractors performing services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors. Contractor retains to perform any of its obligations pursuant to this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement,

including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. RELEASE

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

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement professional liability insurance of $1,000,000 for each claim, comprehensive general liability insurance of $1,000,000 for each occurrence and $2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than $1,000,000 combined single limit for each accident.

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

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

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

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 Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Work attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

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 the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

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:

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

CONTRACTOR:

23. WARRANTY

All construction, materials, workmanship, and services provided by Contractor shall be covered by a one year warranty, as indicated in the Contract Documents, including the Contractor's bid. The warranty shall begin when the Agency accepts deliverables from the Bidder. The warranty contract shall be solely with the Contractor and the Contractor shall be responsible for ensuring all warranty work is satisfactorily completed on any product under this Agreement. The Contractor shall respond to all requests for warranty repair within three (3) hours of notification by the Agency.

24. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal

statutes impose penalties for bribes, gratuities, and kick-backs.

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

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

_____ _____
Miguel Chavez Date:
Chairperson

ATTEST:

_____
Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

_____ _____
Date:

APPROVED AS TO FORM:

_____ _____
Justin W. Miller Date:
Agency Attorney