

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

AUTOMATED RECYCLING CART ROLL-OUT

RFP #16/48/P

PROPOSAL DUE:

July 6, 2016

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD

BUILDING "H" SANTA FE,

NEW MEXICO 87505

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Attachments:

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

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '16/48/P

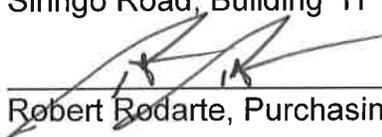
Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, July 6, 2016.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

**AUTOMATED CURBSIDE RECYCLING CART
MANUFACTURE AND DISTRIBUTION**

The proponent'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 proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

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



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 06/06/16

To be published on: 06/09/16

Received by the Albuquerque Journal Newspaper on: 06/06/16

To be published on: 06/09/16

PROPOSAL SCHEDULE

RFP # '16/48/P

- | | | |
|----|--|--|
| 1. | Advertisement | June 9, 2016 |
| 2. | Issuance of RFP'S: | June 9, 2016 |
| 3. | Mandatory pre-proposal meeting | June 17, 2016 at 1:00 p.m.
2651 Siringo Road Building E.
Conference Room
Santa Fe, NM |
| 4. | Receipt of proposals: | July 6, 2016 at 2:00 p.m.
local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 5. | Evaluation of proposals: | July 11, 2016 |
| 6. | Interviews: | July 18, 2016 |
| 7. | Recommendation of award
to Finance Committee: | August 1, 2016 |
| 8. | Recommendation of award
to City Council: | August 10, 2016 |

Mandatory pre-bid meeting date is tentative and subject to change, date change will be posted on the City of Santa Fe/Purchasing/ Bids and proposal webpage. Failure of any proposing firm to receive any such schedule change shall not relieve such firm from any obligation.

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

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one original and three copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, July 6, 2016.

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

Proposal number: '16/48/P
Title of the proposal: Automated Recycling Cart Roll-out
Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given

consideration must be received at least (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 RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

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

4. LAWS AND REGULATIONS

The proposing firm'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 contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

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

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

7. RESIDENT, LOCAL OR VETERANS PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses,

policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

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

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

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

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

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

NON-APPLICATION-COMPETING IN-STATE BIDDERS

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

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-

resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

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

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

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

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

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

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

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

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposal are received from proponents in

the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be

followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

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

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

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

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

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. GENERAL

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

2. ASSIGNMENT

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

3. VARIATION IN SCOPE OF WORK

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

4. DISCOUNTS

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

5. TAXES

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

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. **DEFAULT**

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

9. **NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

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

SPECIFICATIONS '16/48/P

I. INTRODUCTION

The objective of this RFP is for the City of Santa Fe, New Mexico (City) Environmental Services Division to solicit proposals for the manufacture, delivery, assembly, and distribution of rolling recycling collection carts; and the provision of inventory management information upon cart distribution. The City is seeking bids to purchase 32,000 65-gallon carts for single-stream recycling. The number of carts to be distributed to Santa Fe single-family residences is approximately 29,000; and the City will purchase 3000 extra 65-gallon carts for replacement and growth. Additionally, the City is seeking two-year guaranteed pricing for a variety of cart sizes for future use.

It is the intent of these minimum specifications to describe plastic rolling carts for the purpose of containing residential household recyclables. The descriptors 95-gallon, 65-gallon 45-gallon and 35-gallon are to be used as a general nominal description of the cart size, as it is recognized that actual size capacities may vary from each manufacturer. Proposers should provide the closest cart size based on the descriptors. All items described within the specifications must be new, unused, and of the manufacturer's latest design and model unless otherwise specified. All necessary parts not mentioned, but needed for the full operation of the item(s) specified must be supplied. Optional items may be priced separately if not specified in the bid response list. The carts must be compatible with both standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI Type G). The City will accept bids for either rotational or injection molded carts. Please note where your cart is equivalent to or exceeds the specification. Any and all exceptions taken must be identified with a detailed description as to how the proposed equipment is equal to or exceeds the requested specification. Required independent test data should be provided via testing result sheets. The City may seek the services of an independent engineering firm to assist with the evaluation. All equipment and supplies must meet all safety regulations, guidelines, and specifications such as OSHA, US DOT, NC-DOT, NFPA, US, etc., if so regulated.

The City requests pricing for several cart features in addition to the standard lid information and hot-stamping on the sides. All new carts are required to include RFID technology, and pricing is requested for in-cart RFID tags. All recycling carts must feature full color in-molded lid graphics (artwork to be provided by the City). Carts must have individual bar codes and hot-stamped serial numbers.

Delivery, assembly, and distribution to all eligible single-family homes within the City service area is required by the chosen cart provider (Provider). This includes inventory tracking of each cart per address, via the unique bar code on each cart. A comprehensive electronic inventory list must be provided to the City upon completion of the cart distribution.

In addition to cart distribution, the City is soliciting innovative ideas to collect existing 14-gallon bins currently used for recycling collection by the City; and pricing for the collection and recycling of the bins.

For future program consideration, the City also is requesting two-year guaranteed pricing for the purchase of 95-gallon, 45-gallon and 35-gallon carts (not included in the distribution pricing). Please specify the pricing term if it will be guaranteed for more than two years.

II. CART DESCRIPTION

A. CONTAINER BODY

	REQUIRED SPECIFICATIONS	YES	NO
1.	The container must be rotational or injection molded. Specify: Rotational _____ Injection _____		
2.	The container must meet ANSI Z245.30-2008 and ANSI Z245.60-2008 standards.		
3.	The capacity of the carts, not including the lid, must be approximately 65 gallons respectively, as measured by the test procedure in Appendix A of ANSI Standard Z245.30-2008. If less than 65 gallons, please specify. _____gallons		
4.	Plastic resin must be first quality high density polyethylene for injection molded or medium density polyethylene for rotational molded.		
5.	Carts must contain a minimum of 30% post-consumer recycled plastic in the body and lid. A higher percentage of post-consumer recycled content is preferred, but must not harm the integrity of the cart while maintaining a minimum 10 year warranty. <i>Provider must submit documentation that the specified percentage is being used in the production of the cart.</i> Percentage of post-consumer content _____		
6.	Recycling carts shall be blue in color. <i>Provider will submit color samples for approval by the City prior to purchase.</i>		
7.	The container shall be stabilized against ultraviolet rays with color pigment and ultraviolet inhibitors. <i>Provider must supply manufacturer's sheet detailing UV stabilization.</i>		

8.	The cart must have a minimum wall thickness of 0.175 inches for injection molded and 0.160 nominal for rotational molded.		
9.	The top of container must be molded with a reinforced rim to add structural strength and stability to cart.		
10.	The interior of cart shall be smooth and free of pockets, recesses, and anything that will prevent the complete dumping of its contents.		
11.	There shall be wear ridge molded around the perimeter of the cart bottom to prevent abrasion wear.		
12.	The cart shall be equipped with the attachment points which make it compatible on standard American semi-automated bar-locking lifters and automated arm lifters.		
13.	To insure cart durability under unusually heavy loads the cart must have a load rating equal to the maximum allowed by ANSI Standards of 3.5 pounds per gallon of volume. State your load rating _____		
14.	The cart shall be free from sharp corners, edges, points, or other structures that could represent a hazardous nuisance.		
15.	Each cart shall be stable and self-balancing; cart must be easy for citizens to tilt to the roll position when fully loaded while keeping both feet on the ground.		
16.	Cart must remain stable in 35 mph winds. <i>Provide certification.</i>		
17.	Containers, when empty, must not overturn when lids are thrown open.		

B. DIMENSIONS

95 CONTAINER DIMENSIONS	PROPOSED
Height	
Width	
Depth	
Weight of assembled 95 gallon cart	
65 CONTAINER DIMENSIONS	PROPOSED
Height	

Width	
Depth	
Weight of assembled 65 gallon cart	
45 CONTAINER DIMENSIONS	PROPOSED
Height	
Width	
Depth	
Weight of assembled 45 gallon cart	
35 CONTAINER DIMENSIONS	PROPOSED
Height	
Width	
Depth	
Weight of assembled 35 gallon cart	

C. HANDLE

	REQUIRED SPECIFICATIONS	YES	NO
1.	Push-pull handles shall be molded as in integral part of the cart body.		
2.	Handles shall conform to ANSI 245.30-2008. Pinch points are not acceptable.		
3.	Cart must not be able to rotate on its' own axis at any time.		

D. LIDS

	REQUIRED SPECIFICATIONS	YES	NO
1.	The lid shall be made from the same material as the body and shall be configured in such a manner that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly.		
2.	Lids shall be water tight, and fit such that they prohibit odor emissions and vermin infiltration.		
3.	Lid attachment is critical to the durability of the cart and lids attached with fasteners such as screws and or bolts are not preferred. Are lids attached with fasteners?		

4.	The lid must open from a closed position through a full 270 degree arc using easily accessible lifting mechanisms.		
5.	Lids should not interfere with the flow of refuse from cart during the dumping cycle.		
6.	Handles for the opening of lids shall be easily accessible without having to touch the internal portion of the cart.		

E. WHEELS AND AXLES

	REQUIRED SPECIFICATIONS	YES	NO
1.	The wheels shall be made of one-piece molded plastic construction.		
2.	Snap- on wheels is preferred.		
3.	Wheel diameter for injection molded and rotational molded carts must be no less than 10 inches. Standard Wheel Size: _____ inches in diameter		
4.	Axle must be mounted to the cart through yokes molded onto the bottom of the carts. Yokes must be well braced and provide support against forces tending to bend axle.		

F. CART IDENTIFICATION AND MARKINGS

	REQUIRED SPECIFICATIONS	YES	NO
1.	Serial numbers shall be stamped on the front of the carts using number sequence provided by the City.		
2.	Artwork (provided later) shall be hot stamped in white on two sides of cart, including arrows on top of container directing placement.		
3.	All ANSI and regulatory labeling of cart must be stamped on lid.		

4.	Four color in-mold graphic of items accepted by the City's recycling program is to be in-molded into the lid (graphics will be provided by the City upon award). Size restriction of in-mold label: _____		
5.	Barcode must be in-molded and placed on the container in a location that is user friendly. Barcode must be installed and capable of being scanned while containers are stacked. No stamped, stickered, or riveted barcode will be acceptable. Provide where barcodes will be installed on containers. _____		

G. RFID

	REQUIRED SPECIFICATIONS	YES	NO
1.	RFID tags must be inserted into the cart. Riveted and adhered tags on the body of the cart will not be accepted. If the RFID tag is not in handle, specify location here: _____.		
2.	Tags must be Ultra High Frequency (Universal for all readers)		
3.	RFID technology will be comprised of passive RFID tags.		
4.	RFID inserted tags will support a GEN2 protocol/universal product code. Configuration will contain a standard 96 bit EPC memory.		
5.	RFID embedded tags must feature Kill & Access passwords to provide security and privacy. Tags must support anti-collusion technology.		
6.	RFID tags will support field data writes.		
7.	RFID tags must withstand temperatures ranging from -31F to +122F.		
8.	RFID tags must provide for simple replacement in the event of premature failing.		
9.	RFID tags will be secure from tampering and protected from direct UV radiation and the physical elements.		
10.	RFID tags will have a field life expectancy of 10 years.		

11.	RFID tags will have a read range of up to 6 feet.		
12.	RFID tags will be scanned and associated with serial numbers/barcode of carts at the manufacturing point.		
13.	RFID tags will be universally compatible with the City's chosen reader system; to be determined		
14.	RFID tags must include a minimum ten year warranty Provide RFID Warranty Proposed _____		

H. WARRANTY

Provider must submit with bid document, which clearly states the exact warranty of Provider, including warranty process required. The non-prorated warranty must be for no less than ten full years and must specifically provide for no-charge replacement of any components parts including freight, which fail in materials or workmanship. The proposer's warranty is understood to be include, whether stated in bidders warranty or not, the following coverage:

	REQUIRED SPECIFICATIONS	YES	NO
1.	Failure of the lid to prevent rainwater from entering the container when closed on the container body.		
3.	Failure of the body and lid to maintain its original shape.		
4.	Failure of the wheels to provide continuous, easy mobility, as originally designed.		
5.	Failure of any part to conform to minimum standards specified herein.		

NOTE: If the Provider is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty. **The Provider must submit with a bid letter from the owning entity which clearly states its obligation and commitment to honor the warranty of this letter to be signed and notarized by the owning entity's highest officer (President or CEO).**

I. REPLACEMENT PARTS

The awarded Provider shall continuously supply parts over the warranty period. If the Provider fails to comply with this requirement, it shall provide total replacement of the container including lids, wheels, axle, and any and all incidental parts

required to replace or rebuild carts to make it fully operational per these specifications.

	REQUIRED SPECIFICATIONS	YES	NO
1.	Warranty Parts: The awarded Provider will supply to the City a continuous inventory of 100 complete sets of spare parts for the 65-gallon carts at NO CHARGE for the entire ten (10) year warranty period. If the City uses any replacement parts for replacements or repairs that are covered by the warranty, the Provider shall replace those parts at no charge, for the part and for delivery maintaining a continuous inventory of 100 complete sets. Any components that are designed to be wearing points and need to be replaced shall be supplied at no charge to the City for the duration of the warranty period.		
2.	Non-Warranty Parts: Provider shall submit a parts price list to the City annually for the life of the warranty, representing the current prices charges to similar customers. The Provider will sell parts to the City at prices no greater than the prices listed on the part price list. All delivery and processing charges, if any, shall be stated on the parts price lists and shall be no greater than those charged to similar customers.		

J. SAMPLE CART

	REQUIRED SPECIFICATIONS	YES	NO
1.	The Bidder is required to supply a sample 65-gallon cart on or before the bid opening. Additional cart size samples may be requested by the City during the evaluation period of submitted proposals.		

III. ASSEMBLY AND DISTRIBUTION REQUIREMENTS

	REQUIRED SPECIFICATIONS	YES	NO
1.	The bid price shall include the cost for the bidder to manufacture, transport, and deliver 29,000 completely assembled carts to single-family residents and designated non-residential locations within the City of Santa Fe service area (list to be provided by the City).		

2.	All carts must be assembled and distributed no later than January 1, 2017. If the collection of single stream recycling is postponed (for example, one to two months) the distribution of carts must be flexible to align well with the last day of the current dual stream collection. All bid proposals must include a proposed delivery, assembly, and distribution plan stating delivery quantities, assembly, and distribution schedules, and required personnel to implement a successful plan. Failure to submit a detailed plan will be grounds for disqualification.		
3.	All recycling carts will be scanned by barcode when delivered. The database must be provided to the City with the bar code, RFID tag number, and serial number associated with the address for each residence, in a format compatible with the City's software system.		
4.	The Provider must additionally include plans to address exceptions to the City-provided list found in the field, such as residential properties not found on the list, vacant properties, and refusals. The Provider must track and reconcile exceptions at the end of each delivery day, and include with a daily delivery report.		
5.	Each cart delivered must include a packet of information attached to the handle, explaining the program (packet contents to be provided by the City).		
6.	Container delivery shall not begin before 7:00 am and shall not extend beyond 5:00 pm Monday through Friday. Any delivery time outside these times must be approved by the City.		
7.	Number of crews anticipated to assemble and distribute containers: Assembly Crews _____ Delivery Crews _____		
8.	Anticipated date cart delivery will begin to ensure all 29,000 carts will be delivered for the first day of single stream collection. Anticipated Delivery Dates: _____		

IV. PAST RECORD OF PERFORMANCE

	REQUIRED SPECIFICATIONS	YES	NO
1.	All bidders shall supply with the bid, a reference list of at least five (5) cities with a minimum of 10,000 carts using bidder's carts in a fully and /or semi-automated collection system for a period of at least three (3) years and must be the same cart model the bidder will be providing for this bid. Complete and accurate contact names, addresses, telephone, and e-mail addresses must be provided.		

V. ECONOMIC PROPOSAL/PRICING FORM

ITEM PRICING Prices must be good for a minimum of two years	BASE PRICE Each	FOUR COLOR IN-MOLDED GRAPHICS Each	ASSEMBLY & DELIVERY including attached packet Each	RFID TAG Each	Freight from manufactures location to Santa Fe	TOTAL COST EACH CART
29,000 blue 65-gallon recycling rolling carts						
3,000 blue 65-gallon recycling carts						
65-gallon cart*						
95-gallon cart*						
45-gallon cart*						
35-gallon cart*						

*Price bids for additional carts is not inclusive of freight. Freight rate must be calculated from the Provider's closest manufacturing plant and must be a direct pass through cost with no markup.

OPTIONAL: PRICING FOR COLLECTION OF EXISTING BINS

In addition to cart distribution, the City is soliciting innovative ideas and collection of existing 14-gallon bins currently used for recycling collection by the City. Provide a separate proposal with ideas on collection, processing and pricing for the collection of these bins. This may include recycling by the Provider, or collection for reuse by the City, or other options.

PROPOSAL SUBMITTAL REQUIREMENTS

Proposer shall submit one original and three (4) copies of their proposals to the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 by 2:00 p.m. local prevailing time on _____. Any proposal received after this deadline will not be considered.

All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin and binder with tabs delineating each section. Larger paper is permissible for charts, map, spreadsheets, etc.

Although there is no maximum proposal length, proposals should be kept to the minimum length necessary to address the requirements of the RFB. Padding the proposal with "boiler plate" material is strongly discouraged.

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

- 1) Letter of Transmittal
- 2) Notice of Addendums (If applicable)
- 3) General Company Information and Experience
- 4) Technical Experience/Approach and Required Test Documentation
- 5) Cart Distribution Plan Proposal
- 6) Past Record of Performance (References)
- 7) Safety and Regulatory Compliance
- 8) Optional Recycling Bin Collection Proposal
- 9) Economic Proposal/Pricing Form

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFB. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

Additional proposal contents:

- Firm identification and transmittal letter from Offeror with authorized signature. Include firm name and address; name and telephone number of contact person.
- Acknowledge receipt of any and all amendments to this RFP.
- Cart distribution plan shall include certified warranty documents.
- Provide the following for each sub-contractor (if needed):
 - Name, address, and telephone number.
 - State the qualifications.
 - Describe the role of the sub-consultant in the project.
- The cart distribution plan shall describe a summary of the proposed approach to this project, and the advantages/disadvantages of the approach. Also, discuss any important issues the Offeror has identified after the review of the scope of services provided within this RFP.
- Past record of performance shall include, a reference list of at least five (5) cities with a minimum of 10,000 carts using bidder's carts in a fully and /or semi-automated collection system for a period of at least three (3) years and must be the same cart model the bidder will be providing for this bid. Complete and accurate contact names, addresses, telephone, and e-mail addresses must be provided.
- The economic pricing form shall include required warranty documents based on scope of work within this RFP.
- Summary of insurance/liability coverage in the following amounts:
 - \$2,000,000.00 Commercial General Liability Coverage
 - \$1,000,000.00 Bodily Injury and Property Damage
 - \$1,000,000.00 Automotive Liability Coverage

- \$1,000,000.00 Employers Liability Limits
- \$2,000,000.00 Environmental Impairment Liability Insurance

The Offeror is specifically advised that any person or other party to whom it is proposed to award a subcontract under this RFP must be accepted by the City. No subcontractor with a suspension or debarment will be accepted by the City. The Provider shall be wholly responsible for the entire performance whether or not sub-consultants are used.

Any cost incurred by the Provider in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

EVALUATION CRITERIA & WEIGHTED VALUES
RFP No. ' 16 /48/P

At its discretion and without notice, the City reserves the right to alter the membership and size of the evaluation committee. The evaluation committee will provide written evaluations based on the evaluation criteria and weighted values shown below. The evaluation points scored will be totaled to determine the top rated firms. Interviews may be conducted with the firms receiving the top three scores in the written evaluations and their interviews will be evaluated. Unless noted elsewhere in this RFP, the same evaluation criteria and weighted values shown below will be used to conduct the interview evaluations. The scores from the interview evaluations will be totaled to determine the top rated firm unless extenuating circumstances are documented.

EVALUATION CRITERIA	POINTS AVAILABLE
Company Information and Experience	100
Technical Capability and Required documentation	250
Distribution Plan	250
Past Record of Performance	100
Innovativeness	50
Economic Proposal	250
Total Maximum Allowable Points	1,000

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

The Evaluation Committee may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Proposer who is not a responsible Proposer or fails to submit a responsive offer.

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return four (4) complete copies of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the RFP 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 RFP. Delivery of non-conforming goods is at the expense of the proponent 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 proponent.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

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

The City reserves the right to alter quantities based on availability of budget. If this will alter the RFP amount, the bidder must note the percent increase for lesser quantities.

PROPONENT'S:

Firm

Address

Authorized Signature

Print Name

Position

Phone Number

Fax Number

DATE

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

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

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

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

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents.

A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided

on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

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

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

CERTIFICATION

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

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

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

My commission expires _____
Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER

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 _____, 2012.

NOTARY PUBLIC

My Commission Expires:

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:

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(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 _____, 2012.

NOTARY PUBLIC

My Commission Expires:

Living wage information

What is the Living Wage?

The term Living Wage refers to the minimum hourly wage necessary for a person to achieve a higher standard of living.

Santa Fe's Living Wage

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

Effective March 1, 2016 all employers are required to pay employees an hourly wage of \$10.91 per hour. This includes part-time and temporary employees.

The March 1, 2016 Living Wage increase is in accordance with City Ordinance and corresponds to the increase in the Consumer Price Index (CPI) for the Western Region for Urban Wage Earners and Clerical Workers. All employers required to have a business license or registration from the City must pay at least the adjusted 2016 Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is affected?

The City of Santa Fe shall pay the minimum wage to all full-time permanent workers employed by the City. Contractors for the City who have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the City is, or by way of amendment becomes, equal to or greater than thirty thousand dollars (\$30,000). Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) to those employed by such entity for the duration of the City grant or subsidy shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe. Businesses required to have a business license or business registration from the City of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month.

Additional Information

For more information, download the following documents or contact Constituent Services by email at constituentservices@santafenm.gov , or by phone at (505) 955-6949.

- [Living Wage Ordinance.pdf](#)
- [2016 Living Wage-English](#)
- [2016 Living Wage-Spanish](#)

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT
(Sample for Bidding Purposes Only)

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. Provide the manufacturing and delivery of 32,000 sixty-five gallon rolling recycling collection carts to the City. Carts shall feature informational and logo artwork hot-stamping on the lids and sides; four-color in-molded graphics on the lid, serial numbers, bar codes, and RFID tags.
- B. Provide the assembly and distribution of approximately 29,000 sixty-five gallon rolling recycling collection carts to residents within the City of Santa Fe service area, as determined by the City. Contractor shall attach City-provided information materials to each container.
- C. Track and inventory delivered rolling carts by bar code, RFID, and address. The Contractor shall deliver to the City an electronic inventory list updated daily throughout the distribution; and a fully completed electronic inventory list upon completion of cart distribution.

- D. Ensure pricing for additional cart sizes including thirty-five; forty-five, sixty-five and ninety-five gallon (nominal) carts will be available to the City for a minimum of two years (freight not included).
- E. All pricing is based on pricing schedule; see attached (Exhibit "A").

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____ (\$_____), plus/ inclusive of applicable gross receipts taxes as described in Exhibit "A" attached hereto and incorporated herein. Payment shall be made for services actually rendered at a rate of _____ dollars (\$_____).

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on _____ unless sooner pursuant to Article 6 below.

6. TERMINATION

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

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

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

(3) 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.

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured

and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not

waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
Environmental Services Division
1142 Siler Road
Santa Fe, New Mexico 87507
Attn: Lawrence Garcia

Contractor:

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

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES, MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

