

AGENDA

CITY CLERK'S OFFICE

DATE 9/11/13 TIME 11:55p

SERVED BY Randall Kuppenbrock

RECEIVED BY [Signature]

REGULAR MEETING

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD**

SEPTEMBER 19, 2013

12:00 P.M.

LEGAL CONFERENCE ROOM

SANTA FE COUNTY ADMINISTRATION BUILDING

102 GRANT AVENUE

SANTA FE, NM

- I. Call to Order**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Approval of Minutes for Regular Meeting - August 15, 2013**
- V. Matters from the Public**
- VI. Matters from the Executive Director**
 - (A) Request for Approval to Award Bid No. 14/06/B - Price Agreement for Motor Oils, Lubricants, Antifreeze and Related Products to Multiple Vendors.
 - (B) Request for Approval of Closure/Post-Closure Care and Phase I/II Assessment Cost Estimates for the Caja del Rio Landfill.
 - (C) Request for Approval of Closure and Post-Closure Care Cost Estimates for the Buckman Road Recycling and Transfer Station.
 - (D) Request for Approval to Purchase a Used 2003 621G Caterpillar 8,000-Gallon Water Wagon from the New Mexico State Agency for Surplus Property for the Amount of \$60,000.00
 - (1) Approval of Budget Increase from 5502.100700 (Equipment Replacement Reserve) to 52501.570500 (Equipment and Machinery) for the Amount of \$60,000.00.
 - (E) Request for Approval of Professional Services Agreement with Natural Evolution, Inc. of Tulsa, OK, for a Television Recycling Pilot Program at the Buckman Road Recycling and Transfer Station.
 - (F) Request for Approval of Professional Services Agreement with the Chainbreaker Collective of Santa Fe, NM, for a Bicycle Reuse Pilot Program at the Buckman Road Recycling and Transfer Station.

(G) Request for Approval to Award Bid to the Lowest Bidder for a Concrete Deck Replacement and Digital Upgrade of the Outbound Scale at the Caja del Rio Landfill.

(1) Approval of Budget Increase from 5502.100700 (Equipment Replacement Reserve) to 52501.571700 (C/O Improvement to Land Other Than Building) in an Amount Not to Exceed \$60,000.00.

VII. Matters from Staff

VIII. Matters from the Board

IX. Next Meeting Date: Thursday, October 17, 2013

X. Adjournment

Anyone needing further information or requiring special needs for the disabled should contact Sally Padilla at (505) 424-1850, extension 150.

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SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING
September 19, 2013

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**SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING
Legal Conference Room
Santa Fe County Courthouse
September 19, 2013**

I. CALL TO ORDER

A meeting of the City and County of Santa Fe Solid Waste Management Agency Joint Powers Board (SWMA) was called to order by Commissioner Miguel Chavez, Vice-Chair, on Thursday, September 19, 2013, at approximately 12:00 noon, in the Legal Conference Room Santa Fe County Courthouse, 102 Grant Avenue, Santa Fe, New Mexico.

II. ROLL CALL

MEMBERS PRESENT:

Commissioner Miguel Chavez, Vice-Chair
Commissioner Kathy Holian
Commissioner Daniel Mayfield
Councilor Christopher M. Rivera

MEMBERS EXCUSED:

Councilor Peter N. Ives, Chair
Councilor Bill Dimas

STAFF PRESENT:

Randall Kippenbrock, Executive Director – SWMA
Angelica Salazar, SWMA
Justin Miller, Legal Counsel
Melessia Helberg, Stenographer

There was a quorum of the membership in attendance.

III. APPROVAL OF THE AGENDA

MOTION: Commissioner Holian moved, seconded by Councilor Rivera, to approve the Agenda as presented.

VOTE: The motion was approved unanimously on a voice vote.

REC'D CLERK RECORDED 10/3/2013 10:00 AM

IV. APPROVAL OF THE MINUTES FOR REGULAR MEETING – AUGUST 15, 2013

MOTION: Commissioner Holian moved, seconded by Councilor Rivera, to approve the minutes of the regular meeting of August 15, 2013, as presented.

VOTE: The motion was approved unanimously on a voice vote.

V. MATTERS FROM THE PUBLIC

Joe Eiger, Eldorado, thanked SWMA for it's support for [inaudible].

VI. MATTERS FROM THE EXECUTIVE DIRECTOR

(A) REQUEST FOR APPROVAL TO AWARD BID NO. 14/06/B – PRICE AGREEMENT FOR MOTOR OILS, LUBRICANTS, ANTIFREEZE AND RELATED PRODUCTS TO MULTIPLE VENDORS.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum of September 13, 2013, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "1." Please see Exhibit "1" for specifics of this presentation.

MOTION: Councilor moved, seconded by Commissioner Holian, to approve the award of Bid No. 14/06/B, Price Agreement for motor oils, lubricants, antifreeze and related products to multiple vendors, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

(B) REQUEST FOR APPROVAL OF CLOSURE/POST-CLOSURE CARE AND PHASE I - II ASSESSMENT COST ESTIMATES FOR THE CAJA DEL RIO LANDFILL

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated September 16, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "2." Please see Exhibit "2" for specifics of this presentation.

MOTION: Commissioner Holian moved, seconded by Councilor Rivera, to approve the request for approval of closure/post-closure care and Phase I-II assessment cost estimates for the Caja del Rio Landfill, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

(C) REQUEST FOR APPROVAL OF CLOSURE AND POST-CLOSURE CARE COST ESTIMATES FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated September 16, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "3." Please see Exhibit "3" for specifics of this presentation.

Councilor Rivera said this is just an estimate, and asked if we are required to keep these funds in reserve.

Mr. Kippenbrock said Yes. He said we have what is called a closure and post-closure reserve, one of the four reserves, where money is set aside. He said the Transfer Station and the Landfill have two separate subsets. The auditor takes 6% of the closure estimate and put it into a liability section and the rest is considered to be unrestricted. However, it is still restricted to us because there is a Resolution in place that the money has to be set aside and if we want to pull the money out, we have to get permission from the New Mexico Environment Department.

Vice-Chair Chavez said then the money is set aside in reserves within our own agency, or in a separate account somewhere else – a bank, holding company, in escrow.

Mr. Kippenbrock asked Angela Salazar to respond.

Ms. Salazar said the City is the fiscal agent for SWMA and the funds are commingled with the City's bank account. She said it is an interest bearing account. [Ms. Salazar's remarks here are inaudible]

Vice-Chair Chavez asked if we have any say in which bank is the depository, and Ms. Salazar said the City did an RFP for banking services and it was awarded to Wells Fargo.

MOTION: Commissioner moved Holian, seconded by Councilor Rivera to approve the request for approval of closure and post-closure care cost estimates for the Buckman Road Recycling and Transfer Station, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

- (D) REQUEST FOR APPROVAL TO PURCHASE A USED 2003 621G CATERPILLAR 8,000-GALLON WATER WAGON FROM THE NEW MEXICO STATE AGENCY FOR SURPLUS PROPERTY FOR THE AMOUNT OF \$60,000.**
 - (1) APPROVAL OF BUDGET INCREASE FROM 5502.100700 (EQUIPMENT REPLACEMENT RESERVE) TO 52501.570500 (EQUIPMENT AND MACHINERY) FOR THE AMOUNT OF \$60,000.**

Randall Kippenbrock, Executive Director , presented information regarding this matter from his Memorandum dated September 13, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "4." Please see Exhibit "4" for specifics of this presentation.

MOTION: Commissioner Mayfield moved, seconded by Commissioner Holian, to approve the request to purchase a used 2003 621G Caterpillar 8,000-gallon water wagon from the New Mexico State Agency for Surplus Property for the amount of \$60,000, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

MOTION: Commissioner Mayfield moved, seconded by Commissioner Holian, to approve the request for a budget increase from 5502.100700 (Equipment Replacement Reserve) to 52501.570500 (Equipment and Machinery) for the amount of \$60,000, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

- (E) REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH NATURAL EVOLUTION, INC., OF TULSA, OK, FOR A TELEVISION RECYCLING PILOT PROGRAM AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION**

Randall Kippenbrock, Executive Director , presented information regarding this matter from his Memorandum dated September 11, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "5." Please see Exhibit "5" for specifics of this presentation.

Commissioner Holian thanked staff and Lisa Merrill for working on this and figuring out how to implement this pilot program.

Commissioner Mayfield asked if the County could set up a collection site at our transfer stations and then transport them directly to BuRRT where we aren't incurring tipping fees.

Olivar Barela said yes, they can look at that.

Ms. Merrill said she understands some of the transfer stations do bring electronic waste to BuRRT.

Commissioner Mayfield would like to get PSA's to the public so people know about this.

Ms. Merrill said she will work with the City and County on a PSA for disposal of televisions.

Vice-Chair Chavez said this gives people another option and a drop-off point. He said hopefully this does work. He asked, if the pilot program works, if we would anticipate doing this in-house or will we need a 3rd party contractor.

Mr. Kippenbrock said it would always involve a 3rd to process the material.

Vice-Chair Chavez said then they would stockpile it, take it out of waste stream and pick it up and take it to whatever processing center, and Mr. Kippenbrock said this is correct.

MOTION: Commissioner Holian moved, seconded by Commissioner Mayfield, to approve the request for approval of a Professional Services Agreement with Natural Evolution, Inc., of Tulsa, OK, for a Television Recycling Pilot Program at the Buckman Road Recycling and Transfer Station, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

**(F) REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT
WITH THE CHAINBREAKER COLLECTIVE OF SANTA FE, NM, FOR A
BICYCLE REUSE PILOT PROGRAM AT THE BUCKMAN ROAD RECYCLING
AND TRANSFER STATION**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated September 13, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "6." Please see Exhibit "6" for specifics of this presentation.

Vice-Chair Chavez recognized Tomas Rivera, Executive Director, Chainbreakers, and asked him to comment on the program.

Mr. Rivera talked about the work of Chainbreakers, which is a non-profit. He said people donate bicycles, and then people come to them to learn how to be mechanics themselves and fix up their own bicycles. He said this is the 9th year of the program, and this year is the first time they ever ran out of bicycle donations. He said one thing they do is figure out new and creative ways to get people on bicycles. They have given out 1,300 bicycles through this program in the last 9 years, which has saved millions of dollars, millions of gallons of gasoline, tons of carbon emissions. He said they are excited about this new program and hope this partnership will work out.

Commissioner Holian thanked Mr. Rivera for spearheading the idea for the program. She asked if it would be possible for people who bring bicycles to BuRRT be able to get a form so they can deduct it from their income taxes.

Mr. Rivera said he guesses they can do that, but believes that would be something to be figured out on "your end." He said they would be happy to give a receipt for a donation, and then pick up the bicycles at BuRRT, which he understands is how this will work. He said it might be complicated, but they will work with SWMA to work something out.

Mr. Kippenbrock said he believes it is a possibility. He said most people are bringing bicycles with a load of trash which they would either recycle or throw away. He would like to encourage people to get the word out that Chainbreakers is out there, and to drop off their bicycles at their headquarters at 1515 5th Street, rather than having an extra step involved.

Commissioner Holian said she has a very nice mountain bicycle to donate.

Mr. Rivera suggested she bring it directly to them.

Vice-Chair Chavez asked if we can do something about this program along with advising people about disposing of television ewaste – can we add this to the PSA, and Ms. Merrill said yes.

Vice-Chair would like to send two messages. One is that the program is available at the transfer stations and at BuRRT or only at BuRRT. He said we can send the message if they don't care about the tax deduction you can drop it in the pile and we'll take it to BuRRT.

Commissioner Mayfield asked if this can be done at transfer stations throughout the County and Chainbreakers can pick them up..

Mr. Rivera said the issue is that they don't have a huge amount of storage space. He said they would be open to that, but they have only one truck. He said they will work with SWMA to get this done.

Vice-Chair Chavez said we can start out the program at the more simple level, and let people know we are providing this program, and if they want to take bicycles to BuRRT they will be accepted.

Ms. Merrill said we can tell them they can take it directly to Chainbreakers, or bring it to the BuRRT, and Vice-Chair Chavez said that would cover both bases as well as highlight the program.

Ms. Salazar said people who want the tax deduction, probably should take the bicycles directly to BuRRT.

Commissioner Mayfield asked if there are liability issues in salvaging bicycles if someone from Chainbreakers gets hurt.

Mr. Miller said there is a provision in the contract, which is a fairly standard professional services agreement provision.

MOTION: Councilor Rivera moved, seconded by Commissioner Mayfield, to approve the Professional Services Agreement with the Chainbreaker Collective of Santa Fe, NM, for a Bicycle Reuse Pilot Program at the Buckman Road Recycling and Transfer Station, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

(G) REQUEST FOR APPROVAL TO AWARD BID TO THE LOWEST BIDDER FOR A CONCRETE DECK REPLACEMENT AND DIGITAL UPGRADE OF THE OUTBOUND SCALE AT THE CAJA DEL RIO LANDFILL

- (1) APPROVAL OF BUDGET INCREASE FROM 5502.100700 (EQUIPMENT REPLACEMENT RESERVE) TO 52501.571700 (C/O IMPROVEMENT TO LAND OTHER THAN BUILDING) IN AN AMOUNT NOT TO EXCEED \$60,000.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated September 13, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "7." Please see Exhibit "7" for specifics of this presentation

Responding to Commissioner Mayfield, Mr. Kippenbrock said it is Monday through Friday, and there are approximately 125 vehicles per day. The warranty will be 5 years, and on manual one year, parts and labor. He said they charge every time they come out to calibrate the scale. The cost to replace the weight scales, would be \$36,000 versus \$50,000.

MOTION: Commissioner Holian moved, seconded by Councilor Rivera, to approve the award of the bid to the lowest bidder for a concrete deck replacement and digital upgrade of the outbound scale at the Caja del Rio Landfill, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

MOTION: Councilor Rivera moved, seconded by Commissioner Holian, to approve the budget increase from 5502.100700 (Equipment Replacement Reserve) to 52501.571700 (C/O Improvement to Land Other than Building) in an amount not to exceed \$60,000.00, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

VII. MATTERS FROM STAFF

Lisa Merrill talked about the visit to the Friedman Recycling Plant in Albuquerque, by Commissioner Holian, Councilor Rivera, Benita, Mr. Kippenbrock and herself. She said Friedman has 45 employees, runs 18 hours a day, handles 250 tons per day, with 10 loads of cardboard out a week. She spoke about the kinds of items they accept, but doesn't know where they send their items after that. She said they are contracted with Albuquerque as well as accept waste from third party haulers.

Justin Stockdale said he understands the entire labor force that works in Albuquerque is temporary labor. He said Friedman's costs are extraordinarily different and there are consequences to those differences. He said it's not just about cost, it is about quality of life and jobs in Santa Fe and a lot of other issues which drove the development of BuRRT in the first place. He said it is something to consider, and it is a big, beautiful facility which has resources and capacities that Santa Fe will never have at BuRRT, but it comes with a cost. He said the downstream effects have to be considered as well.

Cindy Padilla noted that Friedman Recycling doesn't take glass, and that would be an issue in looking at Friedman, which will be part of the study. She said everybody needs to be at the table in any discussions with regard to the use of that facility. She noted they are working on a pilot program for collecting food waste.

Vice-Chair Chavez asked if we are focusing equally on residential and commercial – are we closing the gap, and Ms. Padilla said the City has a recycling strategy that focuses on both.

Vice-Chair Chavez said if we are going to capture more cardboard and glass that is where we will do it.

Ms. Padilla said this is something that would be part of the study, noting we don't have a market for glass.

Ms. Padilla said this Board can look at providing incentives for local use of recyclables.

VIII. MATTERS FROM THE BOARD

Commissioner Holian congratulated Lisa Merrill on her recent nuptials.

Councilor Rivera thanked Ms. Padilla for getting the recycling established on the Plaza.

Ms. Padilla said all approvals have been obtained, and everything will be on the Plaza by the end of the month.

Vice-Chair Chavez said the old bins were not attractive, and he is glad to see a permanent feature that works well with the Plaza setting. He said with these features it sends a stronger message and hopefully the residents and visitors will use them and not commingle.

Councilor Rivera said when visiting Friedman, they said they will take political signs. He asked staff to look at drop-off sites after election where those signs can be dropped.

Mr. Kippenbrock congratulated Commissioner Mayfield on winning the vegetarian entre at the St. Elizabeth's cookout.

IX. NEXT MEETING DATE – Thursday, October 17, 2013

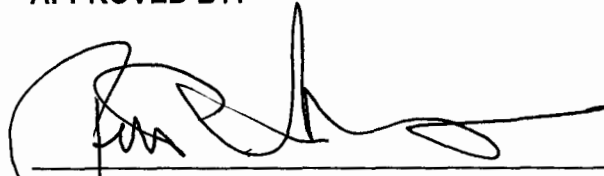
X. ADJOURNMENT

MOTION: Councilor Rivera moved, seconded by Commissioner Holian, to adjourn the meeting.

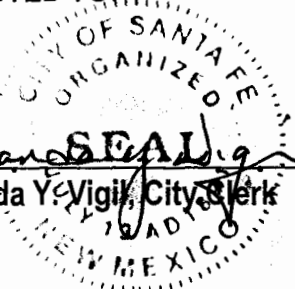
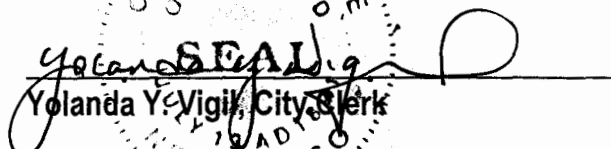
VOTE: The motion was approved unanimously on a voice vote, and the meeting was adjourned at approximately 1:10 p.m..

REC'D CLERK RECORDED 10/30/2013 11:13

APPROVED BY:


Peter N. Ives, Chair

ATTESTED TO:



Yolanda Y. Vigil, City Clerk

SUBMITTED BY:


Melessia Helberg, Board Stenographer




COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

SOLID WASTE MINUTES
PAGES: 12

I Hereby Certify That This Instrument Was Filed for
Record On The 30TH Day Of October, 2013 at 01:52:59 PM
And Was Duly Recorded as Instrument # 1721892
Of The Records Of Santa Fe County

Deputy  Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director 
Date: September 11, 2013
Subject: Request for Approval to Award Bid No. 14/06/B - Price Agreement for Motor Oils, Lubricants, Antifreeze and Related Products to Multiple Vendors.

BACKGROUND AND SUMMARY:

On August 6, 2013, the Agency issued Request for Bid No. 14/06/B to secure pricing with multiple vendors for all fluids and related products that are required to maintain the Agency's commercial fleet of heavy trucks and vehicles used at the Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station (BuRRT). Six companies responded to the Request for Bid (RFB) on August 21, 2013, and are listed below and detailed on the attached Bid Tabulation document.

Factory Motor Parts
Brewer Oil

Honstein Oil
Canyon State Oil

Inland Kenworth
Conservancy Oil Group

The RFB does not commit the Agency to a definite quantity or specific dollar value of fluids or materials. Rather, the RFB allows the Agency to procure fluids and materials on an as-needed basis from multiple vendors. A price agreement can be extended for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of the parties and approved by the Board at the same price, terms and conditions. A price agreement cannot exceed four years.

A list of required fluids was included in the RFB which utilized performance standards established by the Chevron brand. Potential bidders were notified that the Chevron products were not required to be offered, but that all offered products must meet or exceed the performance standards of the related Chevron product. A bid tabulation is attached detailing the six respective bids and the respective products offered by each vendor.

This RFB is designed to allow other government entities to procure the specified goods based on this solicitation. The Agency worked closely with the City of Santa Fe and Santa Fe County to ensure that their respective needs are met by this RFB. As a multiple award, this procurement affords the greatest flexibility for the Agency, and others, to secure the most appropriate fluids and materials for their respective needs and purpose.

ACTION REQUESTED:

The Agency recommends the award of Bid No. 14/06/B – RFB for Motor Oils, Lubricants, Antifreeze and Related Products to multiple vendors.

Attachments: 1) Bid Tabulations for RFB 14/06/B.

2) RFB No. 14/06/B – RFB for Motor Oils, Lubricants, Antifreeze and Related Products.

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ATTACHMENT

Bid Tabulations for RFB 14/06/B

Vendor	Factory Motor Parts	Honstein Oil	Inland Kenworth	Brewer Oil	Canyon State Oil	Conservancy Oil Group
	Dana Carney, Fleet Contract Specialist 1301 Broadway BLVD, NE Suite F Albuquerque, NM 719-599-0237 719-434-2417 (fax) dcarney@fmpco.com	David Goff, Operations Manager 11 Paseo Real Santa Fe, NM 87507 505-471-1800 505-471-0103 (fax) dave@honsteinoil.com	John Cherpak, Parts Manager 3120 Pan American Fwy, NE Albuquerque, NM 87107 505-884-0300 505-881-0824 (fax) jcherpak@inland-group.com	Gary Hoffman, Sales Manager 2701 Candelaria, NE Albuquerque, NM 87107 505-884-2040 x 3014 505-884-1987 (fax) ghoffman@breweroil.com	Christian Hanson, Sales 800 Candelaria, NE Albuquerque, NM 87107 505-344-5566 505-944-5577 (fax) chanson@canyonstateoil.com	Eddie Crespín, Dir. Of Sales 2220 2nd Street, SW Albuquerque, NM 87102 505-243-7434 505-242-7235 (fax) edcrespin@conservancyoil.com
Campaign Disclosure	yes	yes	yes	yes	yes	yes
Veterans Preference	no	no	yes 7%	no	no	yes 8%

ANTIFREEZE
Factory Motor Parts
Honstein Oil
Inland Kenworth
Brewer Oil
Canyon State Oil
Conservancy Oil Group

Chevron DELO Extended Life Coolant (50/50)	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered
6 x 1 gallon case	\$62.64	Shell	\$60.204	Chevron	\$45.48	Chevron	\$54.84	Chevron	\$49.50	Rotella EL AF 50/50	\$48.02	SPAF HD 5050 GB
55 gallon drum	\$545.51	Shell	\$509.16	Chevron	\$402.05	Chevron	\$471.35	Chevron	\$425.00	Rotella ELC 50/50	\$435.60	SPAF HD 5050 B

Chevron HD 50/50 Green

55 gallon drum	\$451.94	Shell	\$667.76	Chevron	\$641.30	Chevron	\$239.25	Coolant Plus	\$325.00	Rotella Fully Form AFC w/ SCA	\$294.36	SPAF Green 5050 B
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Chevron Dexcool Extended Life Coolant (50/50)

6 x 1 gallon case	\$62.64	Shell	\$53.694	Chevron	\$51.78	Chevron	\$42.36	Zerex	\$45.50	Shell Dexcool AFC 50/50	\$46.65	SPAF Dex 5050 G
55 gallon drum	\$545.51	Shell	\$401.94	Chevron	\$396.00	Chevron	\$375.65	Zerex	\$365.00	Shellzon DexColl AFC 50/50	\$421.00	SPAF Dex 5050 B

Chevron Supreme Green Antifreeze (50/50)

6 x 1 gallon case	\$53.52	Shell	\$41.76	Chevron	\$37.20	Chevron	\$34.86	Coolant Plus	\$37.50	Shellzon AFC 50/50	\$32.83	SPAF Green 5050 G
55 gallon drum	\$451.94	Shell	\$363.66	Chevron	\$314.24	Chevron	\$239.25	Coolant Plus	\$298.75	Shellzone AFC 50/50	\$394.36	SPAF Green 5050 B

Enviro-Guard Propylene Glycol Antifreeze

55 gallon drum	no bid	n/a	\$788.43	Chevron	\$757.90	Enviro-Guard	\$710.13	Tech Guard (uninhibited)	no bid	n/a	\$595.10	Prestone Lo-Tox
							\$806.44	Jeffcool P150 (inhibited)				

**AUTOMATIC
TRANSMISSION
FLUID**

Factory Motor Parts

Honstein Oil

Inland Kenworth

Brewer Oil

Canyon State Oil

Conservancy Oil Group

Chevron ATF + 4	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered
12 x 1 quart case	no bid	n/a	\$56.72	Chevron	\$219.36	Chevron	\$56.76	Chevron	\$59.50	Penzoil ATF +4	\$18.20	SPS ATF J
55 gallon drum	no bid	n/a	\$1,045.21	Chevron	\$1,008.59	Chevron	\$1,041.70	Chevron	\$965.75	Penzoil ATF +4	\$534.75	SPS ATF B

Chevron ATF MD-3

12 x 1 quart case	\$28.96	FVP	\$36.61	Chevron	\$141.48	Chevron	\$36.60	Chevron	\$37.75	Shell SPMAX S3 ATF MD3	\$25.72	SP ATF H
55 gallon drum	no bid	n/a	\$434.48	Chevron	\$424.73	Chevron	\$476.30	Chevron	\$452.00	Shell SPMAX S3 ATF MD3	\$354.35	SP ATF B
5 gallon pail	no bid	n/a	\$44.14	Chevron	\$42.19	Chevron	\$47.60	Chevron	\$42.50	Shell SPMAX S3 ATF MD3	\$38.10	SP ATFE

Chevron Synthetic ATF MV Dexron VI

12 x 1 quart case	\$48.80	FVP	\$62.10	Chevron	\$59.40	Chevron	\$62.16	Chevron	\$55.00	Penzoil ATF Dexron VI	\$18.20	SPS ATF J
55 gallon drum	\$837.91	FVP	\$1,082.21	Chevron	\$1,067.15	Chevron	\$1,097.25	Chevron	\$695.00	Penzoil ATF Dexron VI	\$534.75	SPS ATF B

Chevron ATF Type F

12 x 1 quart case	\$28.32	FVP	\$41.83	Chevron	\$165.00	Chevron	\$42.19	Chevron	\$44.50	Shell SPMAX S1 ATF Type F	\$44.06	Penzoil Type FH
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Chevron 1000 THF

5 gallon pail	no bid	n/a	\$50.64	Chevron	\$48.50	Chevron	\$48.20	Chevron	\$58.25	Shell SPMAX S4 TXM	\$40.40	SP Tractor E
55 gallon drum	no bid	n/a	\$505.93	Chevron	\$484.48	Chevron	\$483.45	Chevron	\$578.75	Shell SPMAX S4 TXM	\$384.60	SP Tractor B

**Chevron Drive Train Fluid
30w**

55 gallon drum	\$504.35	FVP	\$741.29	Chevron	\$709.17	Chevron	\$495.00	Valvoline	\$548.75	Shell SPMAX S4 CX30	\$495.55	Puras PRTO 30B
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INDUSTRIAL OILS

Factory Motor Parts

Honstein Oil

Inland Kenworth

Brewer Oil

Canyon State Oil

Conservancy Oil Group

Chevron Lubricating Oils
FM (ISO 32, 46, 68, 100,
220)

	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered
55 gallon drum	no bid	n/a	\$1,044.02	Chevron	\$985.60	Chevron	\$1,027.40	Chevron	\$712.75	LSC Guardian FM AW	\$910.84	Clarion Food AW oil 32, 46, 68
5 gallon pail	no bid	n/a	\$97.67	Chevron	\$90.50	Chevron	\$96.85	Chevron	\$66.50	LSC Guardian FM AW	\$92.16	Clarion Food AW oil 32, 46, 68

Chevron Hydraulic Oil AW 32 & 36

55 gallon drum	no bid	n/a	\$497.78	Chevron	\$480.39	Chevron	\$442.75	Chevron	\$585.00	Shell Tellus S2 M	\$347.75	SP AW 32 B
5 gallon pail	no bid	n/a	\$49.05	Chevron	\$47.33	Chevron	\$44.85	Chevron	\$57.50	Shell Tellus S2 M	\$37.45	SP AW 32 E
Bulk per gallon	no bid	n/a	\$8.5905	Chevron	\$8.21	Chevron	\$7.59	Chevron	\$9.95	Shell Tellus S2 M	\$6.05	SP AW 32 A

Chevron RANDO HD (ISO 22, 32, 46, 68, 100,
150, 220)

55 gallon drum	no bid	n/a	\$690.04	Chevron	\$632.55	Chevron	\$679.80	Chevron	\$585.00	Shell Tellus S2 M	\$762.25	Shell Tellus S2V
5 gallon pail	no bid	n/a	\$66.78	Chevron	\$61.32	Chevron	\$65.25	Chevron	\$57.50	Shell Tellus S2 M	\$74.75	Shell Tellus S2V

Chevron RANDO HOZ (ISO 22, 32, 46, 68, 100)

55 gallon drum	no bid	n/a	\$738.68	Chevron	\$440.75	Chevron	\$743.05	Chevron	\$710.75	Shell Tellus S2 V	\$762.25	Shell Tellus S2V
5 gallon pail	no bid	n/a	\$70.56	Chevron	\$66.62	Chevron	\$69.50	Chevron	\$69.50	Shell Tellus S2 V	\$74.75	Shell Tellus S2V

Chevron GST (ISO 32, 46, 68, 100)

55 gallon drum	no bid	n/a	\$740.40	Chevron	\$723.50	Chevron	\$732.05	Chevron	\$678.75	Shell Turbo T	\$455.68	Puras Turbine Oil
5 gallon pail	no bid	n/a	\$70.79	Chevron	\$68.37	Chevron	\$70.00	Chevron	\$75.50	Shell Turbo T	\$44.80	Puras Turbine Oil

Chevron REGAL R&O ISO 32

55 gallon drum	no bid	n/a	\$722.86	Chevron	\$693.00	Chevron	\$716.65	Chevron	\$678.75	Shell Turbo T	\$701.93	Castrol Paradene R+O
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Chevron Hipersyn Oil (ISO 32, 46, 68, 100, 150,
220)

55 gallon drum	no bid	n/a	\$1,684.32	Chevron	\$1,562.13	Chevron	\$1,644.50	Chevron	\$1,550.00	Shell Corera S4 R	\$1,714.62	Shell Corena S4R
5 gallon pail	no bid	n/a	\$156.60	Chevron	\$144.64	Chevron	\$155.00	Chevron	\$148.50	Shell Corera S4 R	\$162.62	Shell Corena S4R

GREAR OILS

Factory Motor Parts

Honstein Oil

Inland Kenworth

Brewer Oil

Canyon State Oil

Conservancy Oil Group

Chevron RPM Universal Gear Oil 80w90	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered
35 lb pail	no bid	n/a	\$69.07	Chevron	\$72.00	Shell Spirax	\$68.95	Chevron	\$60.75	Shell SPMAX HDGO 80w90	\$45.87	SP 8090 E
120 lb quarter drum	no bid	n/a	\$231.29	Chevron	\$241.38	Shell Spirax	\$231.60	Chevron	\$200.50	Shell SPMAX HDGO 80w90	\$167.76	SP 8090 D
400 lb drum	no bid	n/a	\$757.16	Chevron	\$786.21	Shell Spirax	\$568.00	Chevron	\$589.75	Shell SPMAX HDGO 80w90	\$518.62	SP 8090 B

Chevron DELO Gear Oil 80w90

35 lb pail	no bid	n/a	no bid	n/a	\$86.94	Chevron	\$89.95	Chevron	\$60.75	Shell SPMAX HDGO 80w90	\$45.87	SP 8090 E
120 lb quarter drum	no bid	n/a	no bid	n/a	\$289.80	Chevron	\$302.40	Chevron	\$200.50	Shell SPMAX HDGO 80w90	\$167.76	SP 8090 D
400 lb drum	no bid	n/a	no bid	n/a	\$949.33	Chevron	\$996.00	Chevron	\$589.75	Shell SPMAX HDGO 80w90	\$518.62	SP 8090 B

Chevron Meropa (ISO 60, 100, 150, 220)

35 lb pail	no bid	n/a	\$72.91	Chevron	\$67.83	Chevron	\$70.35	Chevron	\$76.50	Shell Omaha S2 G	\$83.87	Shell Omaha S2GE
400 lb drum	no bid	n/a	\$770.96	Chevron	\$744.20	Chevron	\$772.00	Chevron	\$745.75	Shell Omaha S2 G	\$853.87	Shell Omaha S2B

Chevron Drive Train Fluid HD 10w

55 gallon drum	no bid	n/a	no bid	n/a	\$734.79	Chevron	\$738.10	Chevron	\$725.00	Shell SPMAX S4 EX10	\$518.80	Puras TO-4 10w
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Chevron Drive Train Fluid HD 30w

55 gallon drum	no bid	n/a	no bid	n/a	\$709.17	Chevron	\$741.40	Chevron	no bid	n/a	\$518.80	Puras TO-4 30w
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GREASE		Factory Motor Parts		Honstein Oil		Inland Kenworth		Brewer Oil		Canyon State Oil		Conservancy Oil Group	
Chevron DELO grease EP # 1 & 2		Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered
10 x 14oz tube case		no bid	n/a	\$27.29	Chevron	\$29.80	Chevron	\$26.51	Chevron	\$25.50	Shell Gadus S2 V220	\$20.11	SP EP 2N
35 lb pail		no bid	n/a	\$102.08	Chevron	\$97.65	Chevron	\$102.00	Chevron	\$105.50	Shell Gadus S2 V220	\$66.00	SP EP E
120 lb quarter drum		no bid	n/a	\$344.49	Chevron	\$332.63	Chevron	\$344.31	Chevron	\$282.75	Shell Gadus S2 V220	\$226.75	SP EP D
400 lb drum		no bid	n/a	\$1,134.36	Chevron	\$1,085.28	Chevron	\$1,133.90	Chevron	\$875.75	Shell Gadus S2 V220	\$751.87	SP EP B

Chevron DELO HD Moly 5% EP # 1 & 2

10 x 14oz tube case	no bid	n/a	\$34.77	Chevron	\$32.10	Chevron	\$33.76	Chevron	\$36.50	Shell Gadus S3 V460 XD	\$39.61	Petrol Canada Precision XL 5 Moly EP 1+2
35 lb pail	no bid	n/a	\$131.91	Chevron	\$123.84	Chevron	\$134.84	Chevron	\$130.50	Shell Gadus S3 V460 XD	\$48.75	Petrol Canada Precision XL 5 Moly EP 1+2
120 lb quarter drum	no bid	n/a	\$446.75	Chevron	\$420.58	Chevron	\$445.75	Chevron	\$396.00	Shell Gadus S3 V460 XD	\$471.27	Petrol Canada Precision XL 5 Moly EP 1+2
400 lb drum	no bid	n/a	\$1,410.36	Chevron	\$1,385.16	Chevron	\$1,508.80	Chevron	\$1,320.00	Shell Gadus S3 V460 XD	\$1,451.91	Petrol Canada Precision XL 5 Moly EP 1+2

Chevron SRI Grease 2

10 x 14oz tube case	no bid	n/a	\$32.32	Chevron	\$36.40	Chevron	\$31.80	Chevron	\$66.75	Shell Gadus S5 T100	\$22.59	SP HT 2 N
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**MISCELLANEOUS
FLUIDS**

Factory Motor Parts

Honstein Oil

Inland Kenworth

Brewer Oil

Canyon State Oil

Conservancy Oil Group

Starting Fluid (50% Ether)

	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered	Bid Price	Specific Brand Offered
12 can case	\$20.18	Pyroll	no bid	n/a	\$23.88	Pyroll	\$17.95	Pyroll	\$26.50	Gumout Starting Fluid	no bid	n/a

Power Steering Fluid

12 x 12oz bottle case	\$19.68	Pyroll	no bid	n/a	\$13.68	Amalie Oil	\$14.95	Pyroll	\$19.95	Shell Power Steering Fluid	\$17.84	SPC 2263
12 x 1 qt bottle case	\$44.32	Pyroll	no bid	n/a	\$30.96	Amalie Oil	\$29.55	Pyroll	\$59.95	Gumout Power Steering Fluid	no bid	n/a
4 x 1 gallon bottle case	no bid	n/a	no bid	n/a	\$38.76	Johnson's	\$46.00	Pyroll	no bid	n/a	no bid	n/a

DOT 3 Brake Fluid

12 x 12oz bottle case	\$21.12	Pyroll	no bid	n/a	\$21.60	Amalie Oil	\$17.66	Pyroll	\$22.50	Shell DOT #3 Brake Fluid	\$20.87	SPC 6012
12 x 1 qt bottle case	\$56.96	Pyroll	no bid	n/a	\$57.36	Amalie Oil	\$44.85	Pyroll	\$24.50	Gumout DOT #3 Brake Fluid	no bid	n/a
4 x 1 gallon bottle case	\$79.15	Pyroll	no bid	n/a	\$67.60	Amalie Oil	\$57.36	Pyroll	no bid	n/a	\$64.72	SPC 6001

Non-Chlorinated Brake Parts Cleaner

12 can case	\$24.48	Pyroll	no bid	n/a	\$23.88	Johnson's	\$19.18	Pyroll	\$29.95	Gumout Brake Parts Cleaner	\$24.04	12/12.5 SPC 4520
5 gallon pail	\$34.08	Pyroll	no bid	n/a	\$50.49	Johnson's	\$47.74	Pyroll	\$48.95	Performance 500 NC Brake Clean	\$58.26	SPC 4605
55 gallon drum	\$390.67	Pyroll	no bid	n/a	\$340.01	Johnson's	\$413.07	Pyroll	\$345.00	Performance 500 NC Brake Clean	\$448.07	SPC 4554

Howe's Meaner Power Cleaner

12 can case	no bid	n/a	no bid	n/a	\$119.88	Howe	no bid	n/a	no bid	n/a	no bid	n/a
55 gallon drum	no bid	n/a	no bid	n/a	\$1,724.42	Howe	\$272.16	Pyroll Power Cleaner	no bid	n/a	no bid	n/a

ATTACHMENT

RFB No. 14/06/B - RFB for Motor Oils, Lubricants, Antifreeze and Related Products

CITY OF SANTA FE

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

“REQUEST FOR BID”

**MOTOR OILS, LUBRICANTS, ANTIFREEZE AND
RELATED PRODUCTS**

RFB No. ‘14/06/B

BID DUE:

August 21, 2013

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

RFB No. '14/06/B

Competitive sealed bids will be received by the City of Santa Fe and will be delivered to City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 until 2:00 p.m. local prevailing time on Wednesday, August 21, 2013. Any bid received after this deadline will not be considered. This RFB is for the purpose of procuring:

MOTOR OILS, LUBRICANTS, ANTIFREEZE AND RELATED PRODUCTS

The Bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full.

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

Bids may be held for sixty (60) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole. Bid packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505. Telephone number is (505) 955-5711. 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: 07/31/13

To be published on: 08/06/13

Received by the Albuquerque Journal on: 07/31/13

To be published on: 08/06/13

BID SCHEDULE

RFB No. '13/34/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	August 6, 2013
2. Issuance of RFB'S:	August 6, 2013
3. Receipt of Bids:	August 21, 2013 at 2:00 p.m. Local Prevailing Time City of Santa Fe Purchasing Office 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505
4. Recommendation of Award to Joint Powers Board:	September 19, 2013

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

INFORMATION TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

The City of Santa Fe (herein called "City"), invites bids on the 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 Wednesday, June 5, 2013. 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.: '14/06/B

Title of the Bid: Motor Oils, Lubricants, Antifreeze and Related Products

Name and address of the Bidder:

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

2. PREPARATION OF BID

All blank spaces for bid prices must be filled in, hand or type written. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. No alternate bids will be considered unless pre-approved (5) five days prior to the bid opening date by the Purchasing Officer.

3. BID SECURITY

None required.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

Liquidated damages are not applicable to this bid.

5. ADDENDA AND INTERPRETATIONS

No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the bid must be addressed prior to the bid opening date.

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

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFB, which if issued, will be sent by facsimile, e-mail, or hand delivered to all prospective Bidders who are known by the City 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 City reserves the right not to comply with these time frames mentioned above if an addendum is required to extend the bid deadline or withdraw the RFB due to significant justification(s) that are in the best interest of the Agency.

6. POWER OF ATTORNEY

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

7. LAWS AND REGULATIONS

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

8. COLLUSION

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

9. METHOD OF AWARD

The award will be made to multiple vendors who meets or exceeds all specifications and provides the lowest total bid amount. However, the City reserves the right to award this RFB in total: by group of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in the judgment of the City, best serves the interests of the City and in accordance with Section 13-1-153 NMSA 1978.

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 City, if pertinent State Statutes are thereby served.

10. IDENTICAL BIDS

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

11. PROTESTS AND RESOLUTIONS PROCEDURES

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

12. PUBLIC INFORMATION

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

13. BRAND NAMES

All brand names specified in this bid are not meant to be restrictive, but to be used as descriptive or equal specification. Bidder should include enough information with the bid submitted so this determination can be made. The determination of the Purchasing Officer will make the final determination as to whether the portion of the bid is

legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

14. TAX EXEMPT

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

15. PREFERENCES IN PROCUREMENT

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

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

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

OR

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

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

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

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

DEFINITIONS AND TERMS

1. **Addendum:** a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Request for Bids. Plural: addenda.
2. **Bidder:** means the companies or firms submitting a bid in response to this Request for Bids.
3. **City:** means the City of Santa Fe.
4. **Contractor:** means the successful Bidder who enters into a binding contract.
5. **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).
6. **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.
7. **Purchasing Office:** means the City of Santa Fe Purchasing Office.
8. **Purchasing Officer:** means the City of Santa Fe Purchasing Officer.
9. **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).
10. **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).
11. **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).
12. 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.
13. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

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 city 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 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 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 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 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 City 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 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 Contractor 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 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 City.

11. WARRANTY

Warranty shall be included for material and workmanship as specified in the bid specifications. Warranty shall begin when the City accepts satisfactory delivery of equipment from the Bidder. The warranty contract shall be solely with the Bidder and the Bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the 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 City.

12. INDEFINITE QUANTITY

The items and/or services to be ordered shall be as 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 City that any order for any definite quantity will be issued under this Price Agreement. The Contractor 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. TERM

In accordance with Section 13-1-150 NMSA 1978 the term of this Price Agreement, for issuance of orders, shall be for one (1) year from the date of award with the option to extend for a period(s) of three (3) additional years, on a year-by-year basis, by mutual agreement of the parties and approval of the City at the same price, terms and conditions. This price agreement shall not exceed four years.

14. 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.

SPECIFICATIONS

RFB No. '14/06/B

MOTOR OILS, LUBRICANTS, ANTIFREEZE AND RELATED PRODUCTS

The City of Santa Fe is requesting bids for **MOTOR OILS, LUBRICANTS, ANTIFREEZE AND RELATED PRODUCTS** for equipment operated by the various departments of the City.

Background and Summary

The City of Santa Fe intends to establish a price agreement(s) for the purchase and delivery of Motor Oils, Lubricants, Antifreeze and Related Products. The City of Santa Fe operates a variety of vehicles, heavy and industrial equipment in support of its operations which require manufacturer approved fluids.

All products offered under this contract shall be approved for year-round use under all load conditions common to normal fleet operations. All products shall be guaranteed against any adverse effect on the original factory engine warranty when used as prescribed by the original engine manufacturer.

Bidders must include proof of American Petroleum Institute (API) Service Requirements on new and re-refined products offered under this RFB.

Bidders must indicate the specific grade and brand they are offering and their capacity to offer the quantities required by the City.

Basic Firm Qualifications

All bids shall include delivery in the Santa Fe area. All delivery vehicles shall be compliant with Federal, State and Local laws and regulations.

All drums delivered shall be in satisfactory condition with minimal dents and be rust free. Unsatisfactory drums shall be rejected upon delivery with replacement required within 24 hours at no charge to the City.

Contractor shall be required to pick up any number of empty drums upon delivery of orders.

Contractor shall be responsible, at no cost to the City, for the clean-up and remediation of any contamination or spillage resulting from delivery, transfer or unloading at City owned facilities.

Contractor shall provide manufacturers' Material Safety Data Sheets (MSDS) for all covered fluids and materials to the City at the time of delivery.

Delivery shall be made within three (3) business days of order placement. Contractor shall notify the City immediately if delivery is expected to exceed this time frame or if the complete order cannot be fulfilled.

Each delivery shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, contract number, purchase order number and delivery location.

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.

CITY OF SANTA FE

BID SUBMITTAL FORM

RFB No. '14/06/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.

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.

WARRANTIES

Warranty required for material (parts) and workmanship (labor) for a minimum of one year unless specified otherwise in these specifications. The manufacturer's warranty shall apply if greater. Warranties 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 equipment.

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

ADDITIONAL SUBMITTAL REQUIREMENTS

Bidder must complete and submit with their bid the Campaign Contribution Disclosure Form (Appendix A).

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

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BID SHEET

RFB No. '14/06/B

Antifreeze	Bid Price	Specific Brand Offered
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Chevron DELO Extended Life Coolant (50/ 50)

	6 x 1 gallon case		
	55 gallon drum		

Chevron HD 50/ 50 Green

	55 gallon drum		
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Chevron Dexcool Extended Life Coolant (50/ 50)

	6 x 1 gallon case		
	55 gallon drum		

Chevron Supreme Green Antifreeze (50/ 50)

	6 x 1 gallon case		
	55 gallon drum		

Enviro-Guard Propylene Glycol Antifreeze

	55 gallon drum		
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Automatic Transmission Fluid

Bid Price Specific Brand
Offered

Chevron ATF+4

	12 x 1 quart case		
	55 gallon drum		

Chevron ATFMD-3

	12 x 1 quart case		
	55 gallon drum		
	5 gallon pail		

Chevron SyntheticATF MV Dexron VI

	12 x 1 quart case		
	55 gallon drum		

Chevron ATFType F

	12 x 1 quart case		
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Chevron 1000 THF

	5 gallon pail		
	55 gallon drum		

Chevron Drive Train Fluid 30w

	55 gallon drum		
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Motor Oils

Bid Price Specific Brand
Offered

Chevron DELO 400 LE 10w30

	3 x 1 gallon case		
	55 gallon drum		
	5 gallon pail		

Chevron DELO 400 LE 15w40

	3 x 1 gallon case		
	55 gallon drum		
	5 gallon pail		
	Bulk per gallon		

Chevron DELO 400 Natural Gas 15w40

	55 gallon drum		
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Chevron Havoline (5w20, 5w30, 10w30, 10w40)

	12 x 1 quart case		
	55 gallon drum		

Chevron Havoline Synthetic Blend 5w30

	12 x 1 quart case		
	55 gallon drum		

Chevron Havoline Synthetic (0w20, 5w20, 5w30, 10w30, 5w40)

	6 x 1 quart case		
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Mobil Synthetic

	55 gallon drum		
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Industrial Oils

Bid Price Specific Brand
Offered

Chevron Lubricating Oils FM (ISO 32, 46, 68, 100, 220)

	55 gallon drum		
	5 gallon pail		

Chevron Hydraulic Oil AW 32 & 36

	55 gallon drum		
	5 gallon pail		
	Bulk per gallon		

Chevron RANDO HD (ISO 22, 32, 46, 68, 100, 150, 220)

	55 gallon drum		
	5 gallon pail		

Chevron RANDO HDZ (ISO 22, 32, 46, 68, 100)

	55 gallon drum		
	5 gallon pail		

Chevron GST (ISO 32, 46, 68, 100)

	55 gallon drum		
	5 gallon pail		

Chevron REGAL R&O ISO 32

	55 gallon drum		
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Chevron Hipersyn Oil (ISO 32, 46, 68, 100,
150, 220)

	55 gallon drum		
	5 gallon pail		

Gear Oils

Bid Price Specific Brand
Offered

Chevron RPM Universal Gear Oil 80w90

	35 lb pail		
	120 lb quarter drum		
	400 lb drum		

Chevron DELO Gear Oil 80w90

	35 lb pail		
	120 lb quarter drum		
	400 lb drum		

Chevron Meropa (ISO 60, 100, 150, 220)

	35 lb pail		
	400 lb drum		

Chevron Drive Train Fluid HD 10w

	55 gallon drum		
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Chevron Drive Train Fluid HD 30w

	55 gallon drum		
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Grease

Bid Price Specific Brand
Offered

Chevron DELO grease EP# 1 & 2

	10 x 14oz tube case		
	35 lb pail		
	120 lb quarter drum		
	400 lb drum		

Chevron DELO HD Moly 5% EP# 1 & 2

	10 x 14oz tube case		
	35 lb pail		
	120 lb quarter drum		
	400 lb drum		

Chevron SRI Grease 2

	10 x 14oz tube case		
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Miscellaneous Fluids

Bid Price Specific Brand
Offered

Starting Fluid (50% Ether)

	12 can case		
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Power Steering Fluid

	12 x 12oz bottle case		
	12 x 1 qt bottle case		
	4 x 1 gallon bottle case		

DOT 3 Brake Fluid

	12 x 12oz bottle case		
	12 x 1 qt bottle case		
	4 x 1 gallon bottle case		

Non-Chlorinated Brake Parts Cleaner

	12 can case		
	5 gallon pail		
	55 gallon drum		

Howe's Meaner Power Cleaner

	12 can case		
	55 gallon drum		

BIDDER'S INFORMATION

Firm

Address

Authorized Signature

Print Name

Title

E-Mail Address

Phone Number

Fax Number

Date

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Names of Applicable Public Official: Board Members of the Santa Fe Solid Waste Management Agency's Joint Powers Board - Santa Fe Councilors Bill Dimas, Peter Ives, and Chris Rivera; Santa Fe County Commissioners Miguel Chavez, Kathy Hollan, and Daniel "Danny" Mayfield.
DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

APPENDIX B

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 _____, 2013.

NOTARY PUBLIC

My Commission Expires:

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director *RK*
Date: September 16, 2013
Subject: Request for Approval of Closure/Post-Closure Care and Phase I/II Assessment Cost Estimates for the Caja del Rio Landfill.

BACKGROUND:

At the August 16, 2012 meeting, the Board approved the closure and post-closure cost estimates for the disposal area (64.9 acres) of the Caja del Rio Landfill of \$5,711,596 as of June 30, 2012. These costs were published in an August 10, 2012 report prepared by Randall Kippenbrock, P.E.

The closure and post-closure cost estimates for the current disposal area of the landfill (64.9 acres) is \$5,825,657 as of June 30, 2013. These costs were calculated using the June 30, 2012 estimates and adjusting for a 1.8% inflation (CPI) for Calendar Year 2012. No other conditions/factors were changed.

The cost estimates for the entire disposal area of the landfill (76.79 acres) is \$7,003,270 as of June 30, 2013.

These estimates may be reflected by the auditors in the closure and post-closure care cost section for the FY 2013 annual financial statement.

REQUEST:

The Agency is requesting the Board approve the updated closure and post-closure cost estimates published in the report dated September 16, 2013.

Attachment: Final Closure/Post Closure and Phase I/II Cost Estimates for June 30, 2013.

M:\Documents and Settings\Randall\My Documents\ Memo\Memo.091613.1.wpd

**Final Closure / Post Closure and Phase I / II Assessment
Cost Estimates
for June 30, 2013**

**Caja del Rio Landfill
SWB Permit No. SWM-261708 and SW98-05(M)
Santa Fe, Santa Fe County, New Mexico**

prepared for:

**Santa Fe Solid Waste Management Agency
Caja del Rio Landfill
149 Wildlife Way
Santa Fe, NM 87506**

prepared by:

**Randall Kippenbrock, P.E.
Santa Fe Solid Waste Management Agency
Caja del Rio Landfill
149 Wildlife Way
Santa Fe, NM 87506**

September 16, 2013



9-16-13

**Final Closure / Post-Closure and Phase I / II Assessment
Cost Estimates
for
June 30, 2013**

**Santa Fe Solid Waste Management Agency
Caja del Rio Landfill**

The following describes the cost estimates for closure, post-closure, Phase I assessment and Phase II assessment as per 20.9.10 New Mexico Administrative Code, Financial Assurance.

The closure cost estimate requires a detailed written estimate, in current dollars, showing the cost of hiring a third party to close the largest area of the landfill ever requiring a final closure at any time during the active life when the extent and manner of its operation would make closure the most expensive, as indicated by its final closure plan under 20.9.10.9 NMAC.

The post-closure cost estimate is based on a detailed written estimate, in current dollars, showing the most expensive costs of hiring a third party to conduct post-closure care for the landfill in compliance with the post-closure care plan under 20.9.10.10 NMAC.

Both Phase I and Phase II assessments are based on written estimates, in current dollars, of the costs of hiring a third party to conduct activities in accordance with 20.9.10.11 NMAC.

The cost estimate for a corrective action program is not included in this report.

The format for the estimates are based on the Texas Commission on Environmental Quality's (TCEQ) "Cost Estimates for Closure and Post-Closure Care, Type I Facility," dated August 1993 and Utah division of Solid and Hazardous Waste "Preparation of Solid Waste Facility Closure and Post-Closure Estimates." The unit costs are based on SFSWMA experience and Oklahoma Department of Environmental Quality Guidance on Cost Estimates and Financial Assurance, dated December 22, 2000. The unit costs are not site specific showing breakdown of labor, equipment, material, etc. The unit costs, however, are within the range commonly found in cost estimating references (i.e., R.S. Means, US Environmental Protection Agency, and cost estimates from consultants/contractors).

The complete closed landfill site will consist of 430 permitted acres, including the disposal area, surrounding buffer zone areas, and the property designated for drainage, storage, and maintenance facilities.

The annual adjustment inflation for Year 2012 is 1.8%, which is based from the U.S. Department of Labor - Bureau of Labor Statistics Data.

The closure cost estimate is based on the following conditions:

1. Current site conditions.

2. Closing the filled waste disposal area (constructed cells) and placing final cover.
3. The filled/active disposal area encompasses \pm 64.9 acres of the entire disposal area of 76.79 acres.
4. The final cover type required for the Subtitle D cells - erosion layer (6"), infiltration layer (18"), and intermediate cover (12").
5. The final cover is based on the NMED's approval for an alternate final cover design in a permit modification, dated August 6, 1998 [SW98-05(M)].
6. Assumes the intermediate cover is in place under 20.9.5 NMAC.
7. Based on the above, the total number of acres that will require final cover for closure is 64.9 acres as of June 30, 2013 and 76.79 acres at the end of life.

The post-closure cost estimate is based on the following:

1. The total number of acres for post-closure care is 64.9 acres.
2. Assume re-seeding once every five years for 5% of the landfill area.
3. Assume cover repair for 5% of the landfill area.
4. All groundwater monitoring wells and active methane gas system are in place prior to closure.
5. Assume the active landfill gas (methane) collection system can be removed after a minimum of 15 years in operation after landfill closure.
6. The volume of leachate generated annually will drop substantially once intermediate or final cover is applied to an area.
7. Annual groundwater detection monitoring and reporting for the approved Reduced Parameter Sampling List for 24 years.
8. Six years of annual groundwater detection monitoring and reporting for 20.9.9.20 NMAC Subsections A and C.
9. Quarterly methane gas monitoring and reporting for 30 years.

The cost estimate for Phase I assessment is based on the following:

1. One initial round of assessment monitoring in the two down gradient wells, MW-2 & MW-4 for 20.9.9.20 NMAC Subsections B and C.

2. Four rounds of assessment monitoring in wells MW-1, MW-2, & MW-4 for detections from the initial round; plus one additional round in MW-1. Laboratory analysis for detections is estimated to be \$526 per well.
3. Installation of two down gradient corrective action monitoring wells (per NMED). Costs are based on the installation of the monitoring well at Agua Fria Landfill.
4. Initial round of assessment monitoring in the two corrective action monitoring wells for 20.9.9.20 NMAC Subsections B and C.
5. Four rounds of assessment monitoring in the two corrective action monitoring wells for detections from the initial round. Laboratory analysis for assessment detections is estimated to be \$526 per well.
6. If assessment monitoring is required, the sampling frequency will revert to semi-annual (1 annual assessment monitoring event and 1 annual detection monitoring event).
7. Annual assessment monitoring for 20.9.9.20 NMAC Subsections B and C. Monitoring is assumed to be for 10 years.
8. Additional costs of annual detection monitoring for the assessment detections in wells MW-1, MW-2, and MW-4. Laboratory analysis for assessment detections is estimated to be \$526 per well and is for 10 years.
9. Additional costs of annual detection monitoring in the two correction action monitoring wells for the Reduced Parameter Sampling List and the assessment detections for eight years. Laboratory analysis for assessment detections is estimated to be \$526 per well.
10. Additional costs of annual detection monitoring in the two correction action monitoring wells for 20.9.9.20 NMAC Subsections A and C and the assessment detections for two years. Laboratory analysis for assessment detections is estimated to be \$526 per well.

The cost estimate for Phase II assessment is based on the following:

1. Phase II cost is estimated to be \$115,800.

CAJA DEL RIO LANDFILL - June 30, 2013 FINAL CLOSURE COST ESTIMATE⁽¹⁾

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Engineering Costs				
Topographic Survey	Per Acre	\$153.00	76.8	\$11,750.40
Boundary Survey for Affidavit	Lump Sum	\$6,001.00	1	\$6,001.00
Site Evaluation	Per Acre	\$333.00	76.8	\$25,571.07
Final Closure Plans	Per Acre	\$363.00	64.9	\$23,558.70
Contract Administration, Bidding and Award	Lump Sum	\$12,001.00	1	\$12,001.00
Administrative Costs	Lump Sum	\$12,001.00	1	\$12,001.00
Closure Inspection & Testing	Per Acre	\$4,200.00	64.9	\$272,580.00
SUBTOTAL				\$363,463.17
10% CONTINGENCY				\$36,346.32
ENGINEERING TOTAL				\$399,809
Construction Costs				
Erosion Layer Placement (6" layer and on-site; 50.5 ac)	Per Cubic Yard	\$4.01	40,737	\$163,354.03
Infiltration Layer Placement (18" layer and on-site; 50.5 ac)	Per Cubic Yard	\$4.01	122,210	\$490,062.10
Seeding, Composting	Per Acre	\$10,220	64.9	\$663,258.53
Drainage Swales	Per Acre	\$1,799.00	64.9	\$116,755.10
Active Methane Gas Well Installation for Cell 4B (5 wells)	Per Well	\$40,004.00	5	\$200,020.00
Site Grading & Drainage	Per Acre	\$1,799.00	76.8	\$138,145.21
Site Fencing and Security	Lump Sum	\$3,600.00	1	\$3,600.00
SUBTOTAL				\$1,775,194.97
10% CONTINGENCY				\$177,519.50
CONSTRUCTION TOTAL				\$1,952,714
CALCULATION OF CLOSURE COSTS				
Engineering Total				\$399,809
Construction Total				\$1,952,714
Groundwater Well Installation Total				\$0
Contract Performance Bond: (2% of Construction Subtotal)				\$35,504
Legal Fees: (25% of Engineering Subtotal + 10% of Construction Subtotal)				\$268,385
TOTAL CLOSURE COST				\$2,656,413

1. Total costs rounded to the nearest dollar. CPI for Year 2012 is 1.8%.

CAJA DEL RIO LANDFILL - JUNE 30, 2013 POST-CLOSURE COST ESTIMATE⁽¹⁾

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Engineering Costs				
Post Closure Plan (one time event)	Lump Sum	\$8,998.00	1	\$8,998.00
Site Inspection & Recordkeeping	Per Annum	\$3,600.00	30	\$108,000.00
Correctional Plans & Specifications	Per Annum	\$2,880.00	30	\$86,400.00
Site Monitoring Costs				
Detection Monitoring and Reporting for 3 Wells - Reduced Parameter Sampling List	Per Event	\$7,264.00	24	\$174,336.00
Detection Monitoring and Reporting for 3 Wells - 20.9.9.20 NMAC Subsections A and C	Per Event	\$10,212.00	6	\$61,272.00
Methane Gas Monitoring and Reporting for 10 Probes	Per Annum	\$3,015.00	30	\$90,450.00
Construction and Maintenance Costs				
Cover Repair for 5% of the Landfill Area - 64.9 ac (6" layer and on-site; 5% = 3.25 ac) ⁽²⁾	Per Event	\$10,527.00	30	\$315,810.00
Reseed 5% of the Landfill Area ⁽³⁾	Per Event	\$4,738.00	6	\$28,428.00
Fence, Gate and Sign Repair /Replacement	Per Annum	\$722.00	30	\$21,660.00
Groundwater Monitoring Well Replacement ⁽³⁾	Per Annum	\$2,632.00	30	\$78,960.00
Groundwater Monitoring Well Maintenance ⁽⁵⁾	Per Well	\$1,053.00	3	\$3,159.00
Active Methane Gas System - Operation & Maintenance ⁽⁶⁾	Per Annum	\$80,534.00	15	\$1,208,010.00
Leachate Disposal ⁽⁷⁾	Per Gallon	\$0.061	120,000	\$7,320.00
CALCULATION OF POST CLOSURE COSTS				
SUBTOTAL (30-year post-closure period excluding post-closure plan)				\$2,245,827.00
10% CONTINGENCY				\$224,582.70
Post Closure Plan (one time cost)				\$8,998.00
TOTAL POST CLOSURE COST (Subtotal costs and 10% contingency plus post closure plan)				\$2,479,408.

1. Total costs rounded to the nearest dollar. CPI for Year 2012 is 1.8%.
2. Cost is erosion layer placement under construction section for closure cost.
3. Assume re-seeding once every five years for 5% of the landfill area.
4. Cost includes replacing one of the groundwater wells during the 30-year post-closure period.
5. Cost includes replacement of pumps, well pads and padlocks for 3 wells.
6. Assume the landfill gas collection system can be removed after a minimum of 15 years in operation after landfill closure.
7. Estimated quantity of leachate generated over the 30-year post-closure period.

CAJA DEL RIO LANDFILL - June 30, 2013
COST ESTIMATES FOR PHASE I AND PHASE II ASSESSMENT⁽¹⁾

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Phase I Assessment Costs				
Initial Round Assessment Monitoring	Per Well	\$4,844.00	2	\$9,688.00
Four Rounds Assessment Monitoring	Per Well	\$1,790.00	13	\$23,270.00
90-Day Monitoring (existing wells)	Per Event	\$8,633.00	1	\$8,633.00
Assessment Monitoring Report	Per Report	\$6,317.00	1	\$6,317.00
Corrective Action Monitoring Well (CAMW) Installation	Per Well	\$78,955.00	2	\$157,910.00
Initial Round CAMW Sampling	Per Well	\$4,844.00	2	\$9,688.00
Four Rounds CAMW Sampling	Per Well	\$1,790.00	8	\$14,320.00
CAMW Installation and Sampling Report; Notification	Per Report	\$10,527.00	1	\$10,527.00
Additional Annual Detection Monitoring & Reporting - 20.9.9.20 NMAC Subsections B and C	Per Event	\$22,108.00	10	\$221,080.00
Additional Annual Detection Monitoring in MW-1, MW-2 & MW-3 - Assessment Detections	Per Event	\$2,105.00	10	\$21,050.00
Additional Annual Detection Monitoring & Reporting in CAMW - Reduced Parameter Sampling List & Assessment Detections	Per Event	\$3,684.00	8	\$29,472.00
Additional Annual Detection Monitoring & Reporting in CAMW - 20.9.9.20 NMAC Subsections A and C & Assessment Detections	Per Event	\$4,948.00	2	\$9,896.00
SUBTOTAL				\$521,851.00
10% CONTINGENCY				\$52,185.10
TOTAL PHASE I ASSESSMENT COST				\$574,036
Phase II Assessment Costs				
Phase II Assessment Total, Per NMED	-	\$105,273.00	1	\$105,273.00
SUBTOTAL				\$105,273.00
10% CONTINGENCY				\$10,527.30
TOTAL PHASE II ASSESSMENT COST				\$115,800

1. Total costs rounded to the nearest dollar. CPI for Year 2012 is 1.8%.

CAJA DEL RIO LANDFILL - JUNE 30, 2013 FINAL CLOSURE COST ESTIMATE FOR ENTIRE DISPOSAL AREA⁽¹⁾

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Engineering Costs				
Topographic Survey	Per Acre	\$153.00	76.8	\$11,750.40
Boundary Survey for Affidavit	Lump Sum	\$6,001.00	1	\$6,001.00
Site Evaluation	Per Acre	\$333.00	76.8	\$25,571.07
Final Closure Plans	Per Acre	\$363.00	76.8	\$27,878.40
Contract Administration, Bidding and Award	Lump Sum	\$12,001.00	1	\$12,001.00
Administrative Costs	Lump Sum	\$12,001.00	1	\$12,001.00
Closure Inspection & Testing	Per Acre	\$4,200.00	76.8	\$322,560.00
SUBTOTAL				\$417,762.87
10% CONTINGENCY				\$41,776.29
ENGINEERING TOTAL				\$459,539
Construction Costs				
Erosion Layer Placement (6" layer and on-site; 76.8 ac)	Per Cubic Yard	\$4.01	61,952	\$248,427.52
Infiltration Layer Placement (18" layer and on-site; 76.8 ac)	Per Cubic Yard	\$4.01	185,856	\$745,282.56
Seeding, Composting	Per Acre	\$10,220.00	76.8	\$784,896.00
Drainage Swales	Per Acre	\$1,799.00	76.8	\$138,163.20
Active Methane Gas Well Installation for Cell 4B (5 wells) and Cell 5B/6B (10 wells)	Per Well	\$40,004.00	15	\$600,060.00
Site Grading & Drainage	Per Acre	\$1,799.00	76.8	\$138,145.21
Site Fencing and Security	Lump Sum	\$3,600.00	1	\$3,600.00
SUBTOTAL				\$2,658,574.49
10% CONTINGENCY				\$265,857.45
CONSTRUCTION TOTAL				\$2,924,432
CALCULATION OF CLOSURE COSTS				
Engineering Total				\$459,539
Construction Total				\$2,924,432
Groundwater Well Installation Total				\$0
Contract Performance Bond: (2% of Construction Subtotal)				\$53,171
Legal Fees: (25% of Engineering Subtotal + 10% of Construction Total)				\$396,884
TOTAL CLOSURE COST				\$3,834,026

1. Total costs rounded to the nearest dollar. CPI for Year 2012 is 1.8%.

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director *RLK*
Date: September 16, 2013
Subject: Request for Approval of Closure and Post-Closure Care Cost Estimates for the Buckman Road Recycling and Transfer Station.

BACKGROUND:

At the January 26, 2012 meeting, the Board approved the closure and post-closure cost estimates for the Buckman Road Recycling and Transfer Station (BuRRT) of \$148,416 as of January 23, 2012. The cost estimates were updated to reflect the additional activities and existing site conditions at the transfer station. These costs were published in a January 23, 2013 report prepared by Randall Kippenbrock, P.E.

On September 16, 2013, the closure cost estimate was updated using the January 23, 2012 estimates and adjusting for a 1.8% inflation (CPI) for Calendar Year 2012. The closure estimate is \$151,104 as of June 30, 2013. A cost estimate for post-closure care is not required for the BuRRT facility as per 20.9.10.9 (A)(2) NMAC. No other conditions/factors were changed.

These estimates may be reflected by the auditors in the closure and post-closure care cost section for the FY 2013 annual financial statement.

REQUEST:

The Agency is requesting the Board approve the updated cost estimate for closure and post-closure care for the BuRRT facility published in the report dated September 16, 2013.

Attachment: Final Closure/Post Closure and Phase I/II Cost Estimates for June 30, 2013.

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**Closure / Post Closure Cost Estimates
for June 30, 2013**

**Buckman Road Recycling and Transfer Station
SWB Permit No. SW 95-10(P)
2600 Buckman Road
Santa Fe, New Mexico 87507**

prepared for:

**Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506**

prepared by:

**Randall Kippenbrock, P.E.
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506**

September 16, 2013



Randall Kippenbrock
9-16-13

**Closure / Post-Closure
Cost Estimates
for
June 30, 2013**

**Santa Fe Solid Waste Management Agency
Buckman Road Recycling and Transfer Station**

The following describes the cost estimate for closure and post-closure for the Buckman Road Recycling and Transfer Station (BuRRT) as per 20.9.10 New Mexico Administrative Code.

The closure cost estimate requires a detailed written estimate, in current dollars, showing the cost of closure and nuisance abatement to be performed in accordance with the applicable portions of 20.9.6.12 NMAC. The cost estimate shows the following:

- the cost of hiring a third party to clean up and dispose of the largest inventory of all materials and end products expected to be on hand at the transfer station;
- the cost of hiring a third party to clean up and dispose of all fugitive trash, solid waste, or other materials that could potentially create a nuisance at the transfer station; and
- the costs of an independent project manager and contract administrator.

The post closure care estimate is not expected for this report as per 20.9.10.9 (A)(2) NMAC.

The unit costs are not site specific and do not reflect the breakdown of labor, equipment, material, etc. However; the unit costs are within the range commonly found in cost estimating references (i.e., R.S. Means, US Environmental Protection Agency, and cost estimates from consultants /contractors).

The closure cost estimate is based on the following conditions and assumed quantities:

1. Current site conditions.
2. Assumes that the post closure use of the site will be a maintenance facility.
3. Four transfer trailer loads of solid waste will be disposed of at a landfill.
4. Three trailer loads of scrap tires will be hauled to a registered tire processing facility.
5. A quantity of 3,080 gallons (24,640 pounds) of household hazard waste (HHW) will be transported to permitted treatment/storage/disposal or recycling facilities (this is based on the storage capacity of the HHW collection facility).
6. Approximately 7,500 cubic yards of green waste will be mulched on site and be available to the public at no charge (a weight conversion of 350 pounds per cubic yard is assumed).

7. Approximately 1,000 cubic yards of glass cullet will be transported to an approved site.
8. Cleanup of the buildings to include the main transfer station, the administration office, the HHW collection facility, and the scale house.
9. General site cleanup including litter abatement along the perimeter roads.
10. Approximately 150 tons of recyclable materials will be transported to a recycling facility (this is based on one week of deliveries to the transfer station).
11. Approximately 50 tons of glass will be disposed of at a landfill.
12. Contract administration for the sale of MRF sorting and bale equipment, rolling stocks, and miscellaneous removal (e.g., tarping station, scales).
13. The annual adjustment inflation for Year 2012 is 1.8%, which is based from the U.S. Department of Labor - Bureau of labor Statistics Data.

Closure Cost Estimate⁽¹⁾
Buckman Road Recycling and Transfer Station
June 30, 2013

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Closure Plan	Lump Sum	\$2,545.00	1	\$2,545.00
Solid Waste - Handling, Transportation, Disposal	Per Load	\$2,036.00	4	\$8,144.00
Scrap Tires - Handling, Transportation, Processing	Per Load	\$2,036.00	3	\$6,108.00
HHW - Handling , Transportation, Disposal, Processing	Per Pound	\$1.63	24,640	\$40,163.20
Green Waste - On-Site Mulching	Per Cubic Yard	\$4.07	7,500	\$30,525.00
Glass Cullet - Transportation	Per Cubic Yard	\$5.09	1,000	\$5,090.00
Conventional Recyclables - Transportation, Processing	Per Ton	\$20.36	150	\$3,054.00
Whole Glass - Transportation, Disposal	Per Ton	\$50.90	50	\$2,545.00
Building Cleanup	Lump Sum	\$25,450.00	1	\$25,450.00
General Site Cleanup	Lump Sum	\$2,036.00	1	\$2,036.00
Closure Inspection / Report	Lump Sum	\$1,527.00	1	\$1,527.00
Contract Administration, Bidding and Award	Lump Sum	\$10,180.00	1	\$10,180.00
SUBTOTAL				\$137,367.20
10% CONTINGENCY				\$13,736.72
TOTAL CLOSURE COST				\$151,103.92

1. Total costs rounded to the nearest dollar. CPI for Year 2012 is 1.8%.

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: September 13, 2013
Subject: Request for Approval to Purchase a Used 2003 621G Caterpillar 8,000-Gallon Water Wagon from the New Mexico State Agency for Surplus Property for the Amount of \$60,000.00.

BACKGROUND AND SUMMARY:

The New Mexico State Agency Surplus Property has a used Caterpillar 621G 8,000-gallon water wagon available for purchase for \$60,000 and is holding it in reserve for the Agency.

The New Mexico Environmental Department (NMED) requires each landfill to control the dust resulting from landfill operation. The Agency is also sensitive to the wishes of nearby residents and routinely applies treated effluent water on the disposal working face, haul roads, and stockpiles for dust control, and on mulch windrows for composting.

The landfill has a continuous need for reasonable capacity in transporting and applying effluent for dust control. There are currently two Caterpillar 613C 5,000-gallon water wagons in use at the landfill. One is dedicated to transporting and applying leachate on the active area of the landfill, and the other is used in transporting and applying effluent water for dust control.

The \$60,000 amount represents a fraction of the vehicle's current market value of \$350,000 - \$500,000 (per New Mexico State Agency Surplus Property). The acquisition cost for the water wagon paid by the federal government was \$362,000. The vehicle has low operating hours (23 hours) and is a model year 2003. The serial number of the body/chassis is Cat0621GHCEN00116. Agency staff inspected the water wagon and found it to be in near new condition. Research online showed used 2003 621Gs ranged in price from \$394,500 for an example with 8,800 hours to one for \$564,788 for one with 12,356 hours.

Agency staff feels the Agency is justified in requesting approval to purchase the water wagon due to its need for additional capacity and the low purchase price.

ACTION REQUESTED:

The Agency is requesting the approval to purchase a used 8,000-gallon water wagon from the New Mexico State Agency for Surplus Property for the amount of \$60,000.00. The Agency also requests approval of a budget increase from 5502.100700 (Equipment Replacement Reserve) to 52501.570500 (Equipment and Machinery) for the amount of \$60,000.00.

Attachments: Budget Adjustment Request (BAR)
Photo Log

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY				DATE	
ITEM DESCRIPTION	BU / LINE ITEM	SUBLEDGER / SUBSIDIARY	DR / CR	INCREASE	DECREASE
Equipment Replacement Fund	52502.700150	5500	DR	60,000.00	
Operating Fund	51500.600150	5502	CR	60,000.00	
Equipment and Machinery	52501.570500		DR	60,000.00	
TOTAL				180,000.00	-

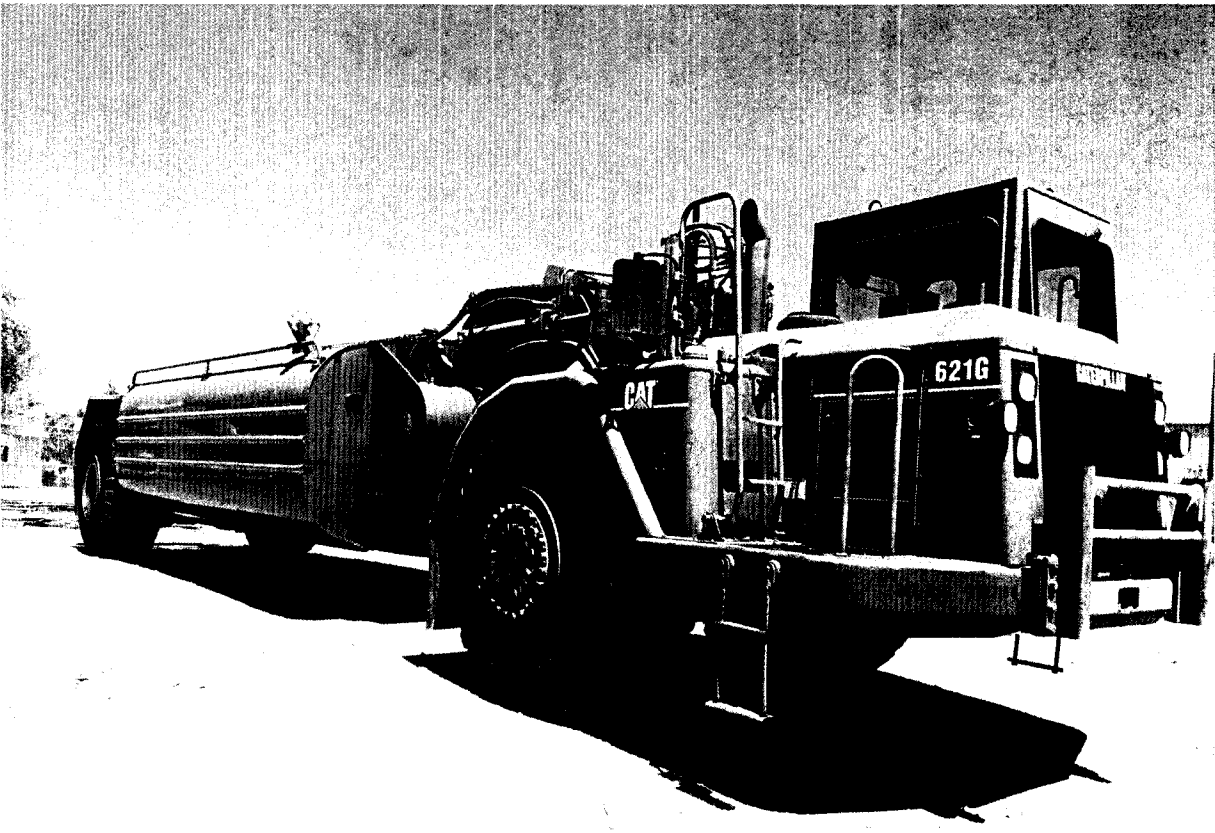
JUSTIFICATION: (use additional page if needed)

--Attach supporting documentation/memo

Transfer from SFSWMA Equipment Replacement Fund (5502) to SFSWMA Operating Fund (5500) to purchase a

8,000-gallon Water Wagon from Federal Surplus. Approved at JPB Meeting of September 19, 2013

Angelica G. Salazar _____ Date _____		CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/>		Budget Officer _____ Date _____	
		City Council Approval Date _____		Finance Director _____ Date _____	
Randall Kippenbrock, P.E. Exec Director _____ Date _____		Agenda Item #: 2		City Manager _____ Date _____	



Front View of Caterpillar 621G 8,000-Gallon Water Wagon



Rear View of Caterpillar 621G 8,000-Gallon Water Wagon

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: September 11, 2013
Subject: Request for Approval of Professional Services Agreement with Natural Evolution, Inc. of Tulsa, OK, for a Television Recycling Pilot Program at the Buckman Road Recycling and Transfer Station.

BACKGROUND AND SUMMARY:

On October 18, 2012, through RFP 13/01/P, the Board approved a Professional Services Agreement with Natural Evolution, Inc. (Natural Evolution) of Tulsa, OK, to provide electronic waste recycling services. The E-Waste program did not include televisions. Under this Agreement, at no expense to the Agency, all covered materials are collected and palletized at the Buckman Road Recycling and Transfer Station (BuRRT) and transported to Natural Evolution facility in Tulsa, Oklahoma for processing and recycling.

On May 30, 2013, Natural Evolution visited BuRRT to explore the Agency's interest in accepting televisions as e-waste. Since October 2012 Natural Evolution's ability to handle these materials has improved. Natural Evolution has expanded its business model to include a "Manufacturer Take-Back Program" in New Mexico, even though there is not a state requirement for such a program to be in place. An anonymous electronic manufacture is providing cash donations to Natural Evolution for expanding their e-waste recycling programs in New Mexico to include televisions.

Since the inception of the Agency's e-waste collections in 2003, televisions have never been part of the program due to the lack of e-waste processors willing to handle them. Traditionally, e-waste processors charge a fee for each television ranging from \$10 to \$20 per television. This cost barrier, and the lack of e-waste processors with the capabilities, has kept televisions from being accepted in e-waste programs.

Agency staff estimates that three to five televisions are disposed of at BuRRT daily. The diversion of televisions to Natural Evolution provides several benefits to the Agency. The primary benefit is employee safety by reducing potential exposure to lead contained in the CRT of the televisions. Other benefits include improved diversion opportunities, a more complete e-waste program, and the expansion of the Agency's diversion related activity.

Televisions would be handled in the same manner as all other e-waste that comes into BuRRT. Customers would be charged the e-waste recycling fee of \$50 per ton, or \$0.50 per 20 pounds, plus tax. Televisions would be stored and palletized in the designated e-waste recycling area of the transfer station. If a time comes when Natural Evolution could no longer accept televisions as e-waste recycling, then Agency staff will handle them in the same manner as before, by transporting them to the landfill for disposal.

The television recycling pilot program is for a one-year period. At the end of the one-year period the Agency will evaluate the effectiveness of the program along with recommendations to continue, modify, or discontinue the program. However; if the program is successful, it is anticipated that televisions being accepted as part of the e-waste program will become permanent.

ACTION REQUESTED:

The Agency is requesting Board to approve Professional Services Agreement with Natural Evolution, Inc. for a Television Recycling Pilot Program at BuRRT.

Attachment: Professional Services Agreement

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**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
(Television Recycling Pilot Program - 2013)**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Natural Evolution, Inc. (the "Contractor") for Television Recycling Pilot Program for the Buckman Road Recycling and Transfer Station as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The professional services subject to this Agreement are set forth in the Scope of Work 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. Contractor agrees that by accepting this Agreement Contractor will receive no monetary compensation for the services performed in the Scope of Work hereto attached in Exhibit A.

B. Contractor shall recycle all televisions at no cost to the Agency as set forth in the Scope of Work attached in Exhibit A.

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 September 19, 2014, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional 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

The Agency may terminate this Agreement upon ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

- 1) 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.

- 2) The parties shall fulfill all obligations incurred prior to receipt of the notice of termination, including preparation of any required final reports, collection of items, and payment for such items pursuant to Section 3 of this Agreement.

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

- A. Contractor, its agents, and its employees are independent contractors performing professional 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 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 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.

D. Contractor shall also carry and maintain cyber-risk liability insurance throughout the term of this Agreement to insure against certain liability arising from data destruction or loss of its customer data up to \$1,000,000 according to the specific terms of the insurance policy.

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: Ms. Traci Phillips
President/CEO
Natural Evolution, Inc.
5719 East 13th Street
Tulsa, OK 74112

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

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Miguel Chavez
Vice-Chair

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Traci Phillips
President/CEO
Natural Evolution, Inc.

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date:

EXHIBIT A

Scope of Work
for
Natural Evolution, Inc.

Natural Evolution, Inc.



An Electronics Recycling Company

SCOPE OF WORK

Natural Evolution, Inc. (NEI) has defined a number of core business processes that were designed to efficiently and effectively meet customer expectations while minimizing impacts to the environment and protecting worker health and safety. NEI's core business is to Provide Recycling Services to our clients in the most efficient, effective way while minimizing the carbon footprint from beginning to end and process with a Zero landfill, & Zero international dumping & Zero Prison Labor Commitment.

The purpose of this scope of work is to summarize the recycling services, financial obligations, operating methodologies, insurance requirements and third party certifications.

Recycling Services

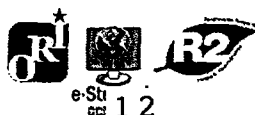
Natural Evolution will recycle all equipment received from BURRT according to our Environmental Health & Safety Policy as outlined below. NEI will coordinate with BURRT personnel for all transportation scheduling requirements and any updates that are relevant to recycling and processing of collected equipment.

5701 East 13th Street Tulsa, OK 74112

918-836-2995 Fax 918-836-2995

www.naturalevolution.com

E-steward/R2/ISO 14001/MBE/WBE/DBE/HUBZONE/TERO Certified



Environmental, Health and Safety Policy

Natural Evolution Inc. (NEI) is committed to provide electronics recycling services to our clients in the most efficient, effective way while minimizing the carbon footprint from beginning to end and process the stream with a Zero landfill, Zero International dumping & Zero Prison Labor commitment.

- NEI is committed to continual improvement.
- NEI is committed to the prevention of pollution and prevention of injury and ill health.
- NEI is committed to comply with applicable legal and other requirements relative to environmental and occupational health and safety aspects of our business.
- NEI is committed to providing a framework for setting and reviewing environmental, health and safety objectives and targets.
- NEI is committed to communicate the policy to all persons working for or on behalf of the organization and to the public.
- NEI is committed to managing used and end of life electronic equipment based on a reuse, refurbishment, recovery, disposal hierarchy, including both onsite and downstream materials management, throughout the recycling chain.
- NEI is accountable for hazardous electronic waste and focus materials throughout the recycling chain to final disposition.
- NEI prohibits the export of hazardous electronic waste and focus materials throughout the recycling chain in violation of the Basel Convention, Basel Amendments, OECD decisions and the laws of the importing, exporting and transiting countries.
- NEI is committed to social accountability values including the prohibition of child and prison labor.
- NEI is committed to educating our customers with regard to data security and privacy requirements and ensuring secure data destruction of their material.



Traci Phillips
President

4/12/12
Date

Below is List of E-waste items acceptable and not acceptable by NEI

ACCEPTABLE ITEMS

Computers

Plotters

Peripherals

Telephones

Telecommunication

Phone Systems

Security equipment

Medical equipment

UPS Systems

Cell phones

VCRs

Radios

Televisions

Non-PCB Ballast

Monitors

Printers

Fax Machines

Copiers

Microwaves

Scanners

Stereo Equipment

Small household appliances, (Toasters, Irons,
Coffee Pots, etc.)

Capacitors

Keyboards

Mouse

Lead Acid Batteries

Re-Chargeable Batteries

ITEMS NOT ACCEPTED AT THIS TIME

Refrigerators, air conditioners, light bulbs, smoke alarms, alkaline batteries, items with a gasoline source, radioactive devices or devices/equipment with bio-hazard contaminants

Processing & Operational Methodologies

NEI operates according to our Environmental Health & Safety Policy as well as compliance to the E-Steward and R2 Standards. NEI will notify SFSWMA &/or BURRT personnel of any major changes to either the E-Steward or R2 Standards as well as any major non-compliances after NEI's annual audit if & when should they ever be found.

Financial Obligation

BuRRT consistently achieves high load volumes for electronics. Because of the discipline that the employees at BuRRT have when receiving and preparing electronics for shipping NEI will recycle all collected electronics including TV's & monitors at no charge.

NEI will also pay for outgoing transportation costs.

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Summary of Insurance/Liability Coverage

General Liability Coverage - \$2,000,000 – Travelers

Commercial Automobile - \$1,000,000 – Travelers

Cyber Liability Insurance – Travelers - Natural Evolution, Inc. (“NEI”) has a third party Cyber Risk Insurance Policy insuring against certain liability arising from data destruction or loss of its customer’s data up to \$1,000,000 according to the specific terms of an insurance policy.

Workers Compensation & Employers Liability - \$1,000,000 – Hartford

5701 East 13th Street Tulsa, OK 74112

918-836-2995 Fax 918-836-2995

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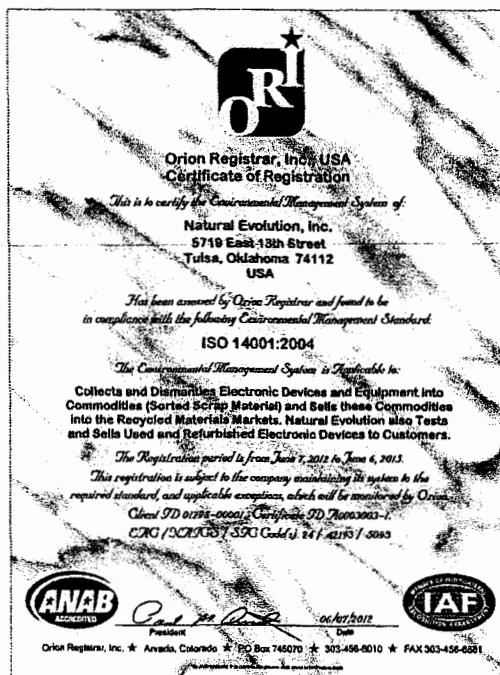
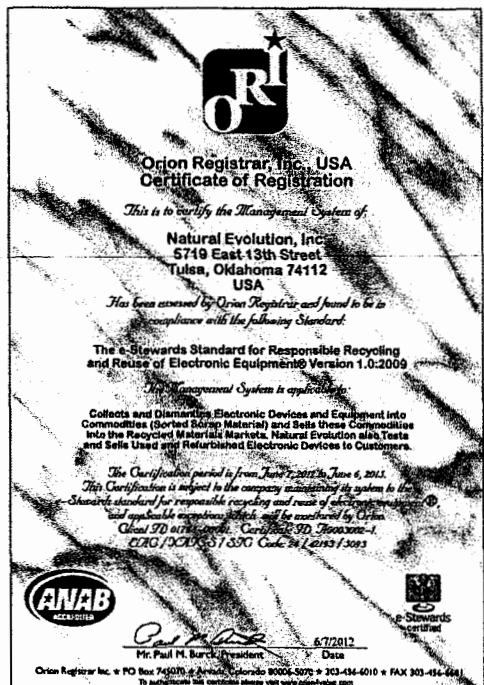
E-steward/R2/ISO14001/MBE/WBE/DBE/HUBZONE/TERO Certified



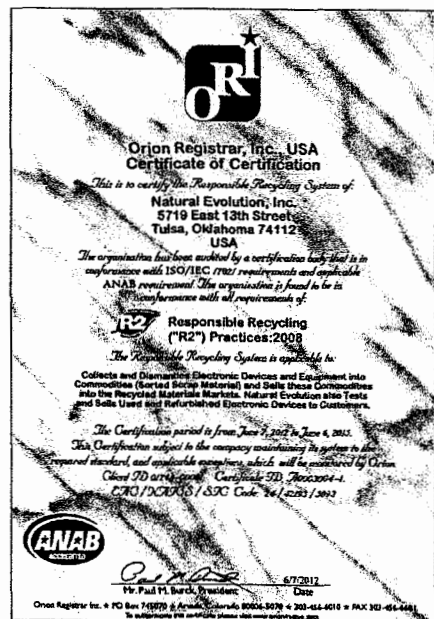
Certifications

E-Steward Certification

ISO14001:2004 Certification



R2 Certification



5701 East 13th Street Tulsa, OK 74112

918-836-2995 Fax 918-836-2995

www.naturalevolution.com

E-steward/R2/ISO14001/MBE/WBE/DBE/HUBZONE/TERO Certified



MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: September 13, 2013
Subject: Request for Approval of Professional Services Agreement with Chainbreaker Collective of Santa Fe, NM, for a Bicycle Reuse Pilot Program at the Buckman Road Recycling and Transfer Station.

BACKGROUND AND SUMMARY:

To complement the Santa Fe Solid Waste Management Agency's (Agency) goal of diverting materials where feasible, the Agency has identified old bicycles and bike parts, being disposed at the Buckman Road Recycling and Transfer Station (BuRRT), to be added to the Agency's recycling program. In most cases, the bicycles and bike parts are in non-operable, yet serviceable condition and have the potential to be either reconditioned as a useable bicycle or salvaged for bike parts.

In April, 2013, Chainbreaker Collective (Chainbreaker), a 501(c)(3) non-profit community bicycle shop, approached the Agency about forming a partnership to divert bicycles and bike parts to their bicycle reuse program rather than recycling them as scrap metal.

Chainbreaker, which commenced in 2004, is a group of volunteers who hold free community workshops to teach people how to repair and maintain their bicycles. They also help the less fortunate obtain used bicycles or help them repair their own bikes with donated and/or salvaged bike parts. Chainbreaker accepts donations of bicycles and bike parts of any age and condition as long as the items are not damaged or deemed unsafe for any reason.

The Agency has designed a bicycle reuse program to divert bicycles and bike parts without interfering with daily operations at the transfer station. The program entails staff redirecting bicycles and bike parts from customer loads to a designated and secured storage area at the transfer station. In the event that staff is unable to direct the customer to the reuse collection point, they will be authorized to remove bicycles and bike parts from the transfer station's tipping floor. Chainbreaker will be notified by the Agency to pick up the diverted bicycles and bike parts. Chainbreaker will bear all costs related to loading and transporting the bicycles and bike parts. In the event any of the bicycles and bike parts are deemed unusable, Chainbreaker will be required to return the rejected bicycles and bike parts to the Agency's scrap metal recycling program at BuRRT. Chainbreaker will also assume full ownership of all bicycles they remove from BuRRT.

The Bicycle Reuse Pilot Program will commence for a one-year period. At the end of the one-year period the Agency will evaluate the effectiveness of the program along with recommendations to continue, modify, or discontinue the program. However, if the program is successful, it is anticipated that the Bicycle Reuse Program will become permanent.

ACTION REQUESTED:

The Agency is requesting Board to approve Professional Services Agreement with Chainbreaker Collective for a Bicycle Reuse Pilot Program at BuRRT.

Attachment: Professional Services Agreement

M:\Memo\Memo091313.1.docx

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
(Bicycle Reuse Pilot Program - 2013)**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Chainbreaker Collective (the "Contractor") for the Bicycle Reuse Pilot Program at the Buckman Road Recycling and Transfer Station as described and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the Agency:

- A. Contractor shall use employees that are familiar with, trained in, and abide by the requirements for the Bicycle Reuse Program at the Buckman Road Recycling and Transfer Station ("BuRRT") set forth in this Agreement.
- B. Contractor shall follow industry standards in performing the work covered by this Agreement.
- C. Contractor shall use only donated bicycles and bike parts from BuRRT that are deemed to be safe for reuse as refurbished bicycles or salvage as parts.
- D. The Agency will redirect bicycles and bike parts from its customers and the tipping floor of the transfer station to a designated collection point.
- E. Contractor will remove bicycles and bike parts from the designated collection point on an as-needed basis as determined by the Agency.
- F. Contractor is responsible for all costs related to loading and transporting bicycles and bike parts.
- G. Contractor shall return all bicycles and bike parts deemed unusable to BuRRT.

H. Contractor shall assume full ownership of all bicycles and bike parts removed by them from BuRRT.

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. Contractor will receive no monetary compensation for the services performed under this Agreement, but Contractor and the Agency enter into this Agreement for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties.

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 September 19, 2014, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional 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

The Agency may terminate this Agreement upon ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

- 1) 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.
- 2) The parties shall fulfill all obligations incurred prior to receipt of the notice of termination, including preparation of any required final reports, collection of items, and payment for such items pursuant to Section 3 of this Agreement.

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

A. Contractor, its agents, and its employees are independent contractors performing professional 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 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 or is not necessary.

C. Contractor shall ensure that Contractor's employees, volunteers, agents, and representatives carry and maintain sufficient automobile liability insurance throughout the term of this Agreement.

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 Section 1, Scope of 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 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: Tomás Rivera
Executive Director
Chainbreaker Collective
1515 Fifth Street
Santa Fe, NM 87505

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

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Miguel Chavez
Vice Chair

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Tomás Rivera
Executive Director
Chainbreaker Collective

Date:

APPROVED AS TO FORM:

Justin W. Miller

Date:

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director *(RWK)*
Date: September 13, 2013
Subject: Request for Approval to Award Bid to the Lowest Bidder for a Concrete Deck Replacement and Digital Upgrade of the Outbound Scale at the Caja del Rio Landfill.

BACKGROUND AND SUMMARY:

The outbound scale at the Caja del Rio Landfill recently began demonstrating inaccuracy in its measurement and was evaluated. The concrete deck of the scale slides to and makes contact with the outer pit walls. The concrete deck is also dilapidated and in need of replacement.

The Agency issued a Request for Quotations (RFQ) on September 7, 2013, to repair the outbound scale at the Caja del Rio Landfill. Three firms responded to the RFQ on September 11, 2013, and are listed below:

Rusty's Weigh, Albuquerque, NM	\$50,370
Fairbanks Scales, Glendale, AZ	\$63,877
American Scales, Albuquerque, NM	\$68,867

The quotes were requested for the following services and materials as itemized below:

1. Remove and replace existing 70-foot concrete scale deck;
2. Upgrade scale using digital technology; and
3. Trade-in value of new analog scale indicator (Mettler-Toledo IND 246).

ACTION REQUESTED:

Staff recommends approval to award bid to the lowest bidder, Rusty's Weigh, for a concrete deck replacement and digital upgrade of the outbound scale at the Caja del Rio Landfill. The Agency also requests approval of a budget increase from 5502.100700 (Equipment Reserve) to 52501.571700 (C/O Improvement to Land Other Than Building) in an amount not to exceed \$60,000.00.

Attachment: Budget Adjustment Request (BAR)
Request for Quotations

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY				DATE	
ITEM DESCRIPTION	BU / LINE ITEM	SUBLEDGER / SUBSIDIARY	DR / (CR)	INCREASE	DECREASE
Equipment Replacement Fund	52502.700150	5500	DR	60,000.00	
Operating Fund	51500.600150	5502	(CR)	60,000.00	
C/O Improvement to Land other than Building	52501.571700		DR	60,000.00	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				TOTAL	
				180,000.00	-

Transfer from SFSWMA Equipment Replacement Fund (5502) to SFSWMA Operating Fund (5500) for a Deck

Replacement and Digital Scale Upgrade at the Caja Del Rio Landfill. Approved at JPB Meeting of September 19, 2013

Angelica G. Salazar _____ Date _____		CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/>		Budget Officer _____ Date _____	
		City Council Approval Date <input type="text"/>		Finance Director _____ Date _____	
Randall Kippenbrock, P.E. Exec Director _____ Date _____		Agenda Item #: <input type="text"/>		City Manager _____ Date _____	

ATTACHMENT
Request for Quotations

Santa Fe Solid Waste Management Agency

Request for Quotation for Truck Scale Digital Upgrade

1.0 SCOPE

The Santa Fe Solid Waste Management Agency (Agency) is seeking quotations for repairs and digital upgrades to its 70' x 10' outbound Fairbanks 60 ton mechanical analog truck scale (main lever number 87380). Quotes must be received by **10:00 a.m. local prevailing time on Friday, September 13, 2013**. No late quotes will be accepted. Quotes will be accepted by U.S. mail, hand delivery to Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506, e-mail to rkippenbrock@sfswwa.org or by fax to (505) 424-1839. The Agency reserves the right to reject any and all quotes, as well as the right to determine the quote most advantageous to the Agency.

2.0 SPECIFICATIONS AND PRICING

Quotes are requested for the following services and materials as itemized below:

1. Remove and replace existing 70-foot concrete scale deck;
2. Upgrade scale using digital technology; and
3. Trade-in value of new analog scale indicator (Mettler-Toledo IND 246).

Vendors are encouraged to visit the site prior to submission of a quote. To schedule a site visit and inspection please contact Toby Varela at (505) 231-8852

All work is to be completed during normal operating hours of the Caja del Rio Landfill, which is Monday – Saturday, 7:00 a.m. to 5:30 p.m. The scale to be repaired and upgraded is the outbound scale at the landfill and work cannot interrupt traffic flow around the scale plaza.

Work shall include testing and calibration of the finished scale according to Handbook 44 and the New Mexico Department of Agriculture Rules and Regulations for Certification.

Completion of work in an expedient manner is critical and vendors must offer a project schedule with their quotes.

Any exceptions to the quote must be approved by the Agency before the quote deadline and listed as a substitution on the Request for Quotation for Truck Scale Digital Upgrade bid form. The substitution must be equal or better than the item listed above.

All blanks on the Request for Quotation Truck Scale Digital Upgrade bid form must be completed. Incomplete quotes will not be considered. Please submit additional required information as detailed on the quote form as an attachment to the quote form.

The Agency is tax-exempt from the New Mexico 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 City of Santa Fe's Purchasing Office.

The Agency follows the New Mexico's State Procurement Code, NMSA 1978. The City of Santa Fe's local preference does not apply.

Vendors should note that availability of stock, complete product analysis and past experience of the Agency with similar or related items will be weighed in during the Agency's decision to award a quote that is most advantageous to the Agency.

Any questions regarding the request for quotation should be addressed to Randall Kippenbrock at (505) 424-1850, ext. 100 or rkippenbrock@sfswma.org.

3.0 AWARD OF QUOTATION

The award of quotation will be made on **September 16, 2013** to the lowest responsible vendor who meets or exceeds all specifications as per Section 2.0.

4.0 DELIVERY

The awarded vendor will be issued a purchase order itemizing the specific repairs and upgrades to the existing scale. A Notice to Proceed will accompany the purchase order and all work covered under this purchase order is to commence immediately upon receipt by the contractor.

5.0 PAYMENT

The Agency will make every effort to process payments within thirty (30) days of receipt of a detailed invoice for the goods or services. The Agency shall make the final determination of satisfactory receipt of goods or services.

6.0 REQUEST FOR QUOTATION FOR TRUCK SCALE DIGITAL UPGRADE BID FORM

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this vendor in collusion with any other vendor, and that the contents of this quote as to prices, terms or conditions of said quote have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this quote."

Vendor (Company Name) _____

Address _____

City and State _____

Phone Number _____ Fax Number _____

Email Address _____

Print Name _____ Title _____

Authorized Signature _____

Santa Fe Solid Waste Management Agency
Request for Quotation
for
Truck Scale Digital Upgrade

ITEM	DESCRIPTION	PRICE
1	Remove, rebuild and replace 70' x 10' truck scale deck. New deck to be fabricated on site and consist of a 6" slab of 4,000 psi concrete with ½" rebar. Fast curing concrete 3,000 psi in three (3) days to 4,000 psi in seven (7) days. Three (3) manholes to be field located and compatible with other repairs and/or upgrades. Note: Agency will be responsible for disposal of old deck and debris.	
2	Upgrade scale to digital technology including removal of all non-relevant mechanical parts and systems and installing all new digital system. Upgrade to include the following; <ul style="list-style-type: none"> • 10 stainless steel submersible load cells with top and bottom receivers. • Stainless steel cables with submersible connectors. • Digital weighing terminal with truck in/out, gross/tare/net, time/date and truck id display. • All wiring and connections. • All other equipment/services to provide working and certifiable scale. • 5 year warranty - parts, labor, mileage and travel expenses. 	
3	Trade-in value of new analog scale indicator (Mettler-Toledo IND 246).	
Total		

Additional Required Information:

1. Detailed quotation including labor, materials and other itemized costs.
2. Project schedule detailing milestones and days from Notice to Proceed to completion.
3. Digital technology specifications and sales literature.

Rusty's Weigh
Albuquerque, NM

6.0 REQUEST FOR QUOTATION FOR TRUCK SCALE DIGITAL UPGRADE BID FORM

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this vendor in collusion with any other vendor, and that the contents of this quote as to prices, terms or conditions of said quote have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this quote."

Vendor (Company Name) Rusty's Weigh Scales & Service


Address 408 N I-27 8820 Susan Ave SE

City and State LBK, TX ALB, NM

Phone Number 800-666-2802 Fax Number 806-741-1445

Email Address Jerry McMahon@Rustysweigh.com

Print Name Jerry McMahon Title Sales Manager

Authorized Signature 

Santa Fe Solid Waste Management Agency
Request for Quotation
for
Truck Scale Digital Upgrade

ITEM	DESCRIPTION	PRICE
1	Remove, rebuild and replace 70' x 10' truck scale deck. New deck to be fabricated on site and consist of a 6" slab of 4,000 psi concrete with ½" rebar. Fast curing concrete 3,000 psi in three (3) days to 4,000 psi in seven (7) days. Three (3) manholes to be field located and compatible with other repairs and/or upgrades. Note: Agency will be responsible for disposal of old deck and debris.	\$ 19,995
2	Upgrade scale to digital technology including removal of all non-relevant mechanical parts and systems and installing all new digital system. Upgrade to include the following: <ul style="list-style-type: none"> • 10 stainless steel submersible load cells with top and bottom receivers. • Stainless steel cables with submersible connectors. • Digital weighing terminal with truck in/out, gross/tare/net, time/date and truck id display. • All wiring and connections. • All other equipment/services to provide working and certifiable scale. • 5 year warranty - parts, labor, mileage and travel expenses. 	\$ 31,490
3	Trade-in value of new analog scale indicator (Mettler-Toledo IND 246).	- (\$1115)
Total		\$ 50,370

Additional Required Information:

1. Detailed quotation including labor, materials and other itemized costs.
2. Project schedule detailing milestones and days from Notice to Proceed to completion.
3. Digital technology specifications and sales literature.

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Fairbanks Scales
Glendale, AZ

6.0 REQUEST FOR QUOTATION FOR TRUCK SCALE DIGITAL UPGRADE BID FORM

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this vendor in collusion with any other vendor, and that the contents of this quote as to prices, terms or conditions of said quote have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this quote."

Vendor (Company Name) Fairbanks Scales

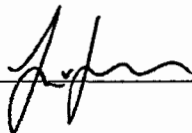
Address 7106 W Frier Dr #3

City and State Glendale, AZ 85305

Phone Number 602-277-2735 Fax Number 602-277-2736

Email Address vjames@fairbanks.com

Print Name Von James Title Area Manager

Authorized Signature 

**Santa Fe Solid Waste Management Agency
Request for Quotation
for
Truck Scale Digital Upgrade**

ITEM	DESCRIPTION	PRICE
1	Remove, rebuild and replace 70' x 10' truck scale deck. New deck to be fabricated on site and consist of a 6" slab of 4,000 psi concrete with ½" rebar. Fast curing concrete 3,000 psi in three (3) days to 4,000 psi in seven (7) days. Three (3) manholes to be field located and compatible with other repairs and/or upgrades. Note: Agency will be responsible for disposal of old deck and debris.	\$20,025.00
2	Upgrade scale to digital technology including removal of all non-relevant mechanical parts and systems and installing all new digital system. Upgrade to include the following; <ul style="list-style-type: none"> • 10 stainless steel submersible load cells with top and bottom receivers. • Stainless steel cables with submersible connectors. • Digital weighing terminal with truck in/out, gross/tare/net, time/date and truck id display. • All wiring and connections. • All other equipment/services to provide working and certifiable scale. • 5 year warranty - parts, labor, mileage and travel expenses. 	\$43,352.00
3	Trade-in value of new analog scale indicator (Mettler-Toledo IND 246).	\$500.00
Total		\$63,877.00

Additional Required Information:

1. Detailed quotation including labor, materials and other itemized costs.
2. Project schedule detailing milestones and days from Notice to Proceed to completion.
3. Digital technology specifications and sales literature.

**American Scales
Albuquerque, NM**

Randall Kippenbrock

From: Buster Crutcher <bcrutcher@cardet.com>
Sent: Friday, September 13, 2013 8:55 AM
To: Randall Kippenbrock
Cc: richw@ameriscale.com
Subject: RE: Request for Bids - Truck Scale - Digital Upgrades - Revised Due Date: Friday, Sept 13 @ 10:00 am
Attachments: Informal Bid Sheet for Truck Scale Digital Upgrade (2).pdf; 225_Navigator_Indicator_Bulletin.pdf; Guardian-Cost-Justification-Guide.pdf; Hydraulic-Load-Cell-Advantages.pdf; SRC_Guardian_Brochure.pdf; Guardian_Hydraulic_Truck_Scales.pdf

Richard , please use the following and thank you for the additional time. Please contact me with any questions. When would be a good time to follow up?

Cardinal Model H10070SRC-I Pity Type Hydraulic Truck Scale

70' x 10' Scale Size

6 inch Deck

100 Ton Capacity

30 Ton CLC

4 Sections

3 Qty Manholes

13,170 lb Ship Weight

H-EPR Guardian series motor truck scale pricing includes foundation kit (restraint rod assemblies, and approach coping), Cardinal **stainless steel** hydraulic load cells, **lifetime warranty**, no-bolt assembly, shot-blasted baked epoxyde polyester painted weighbridge modules (steel deck version has robotically-welded structural steel tube with checkered plate deck while the concrete deck version has backup sheeting and deck reinforcing steel factory installed ready to accept concrete), and five year bridge and below limited warranty (certain conditions apply - see warranty for details). Comes standard allowing fiberglass totalizer cabinet to be placed up to 20 feet from the edge of the weighbridge. Not included are the indicator, printer, reinforcing steel for foundation or approaches, or anchor bolts. Designed for use with our series 2XX or 8XX family of indicators. 15.5" height (with 1" grout)

Scales must be installed by factory trained technicians for warranty activation. Consult factory.

Cardinal Model 225 Indicator

240 x 64 backlit/LCD transfective display, outside/inside viewing

4 serial ports, 3 bi-directional

RS-232 or 20 mA output configurable,

1 output only for printer

Qwerty keyboard with menu driven soft-keys

Optional 2 (dual) scale input board/Display

3 scales/total up to 14 load cells

Menu driven set-up and configuration

16 PWC outputs

Includes multiple modes of operation.

ID storage

Digital Fill Control

Batching

Checkweighing

Stainless Steel Nema 4X IP66 enclosure

AC power

Printer
Epson TM295

Total cost for complete project to remove existing scale and replace with new Cardinal hydraulic Guardian
em. Freight included.
\$68,867.00

Buster Crutcher
Western Region Sales (417)850-8220



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From: Randall Kippenbrock [mailto:RKippenbrock@sfswma.org]
Sent: Tuesday, September 10, 2013 11:59 AM
To: Randall Kippenbrock
Cc: justin@recycledrevival.com
Subject: Request for Bids - Truck Scale - Digital Upgrades - Revised Due Date: Friday, Sept 13 @ 10:00 am

Attention vendors:

The bid due date for the truck scale with digital upgrades has been extended to Friday, September 13th at 10:00 a.m.

Please call me if you have any questions.

Randall

	SANTA FE SOLID WASTE MANAGEMENT AGENCY
	Caja del Rio Landfill Buckman Road Recycling & Transfer Station
Randall Kippenbrock, P.E. Executive Director	
149 Wildlife Way Santa Fe, New Mexico 87506-8342	Office: (505) 424-1850, ext. 100 Fax: (505) 424-1839 Cell: (505) 780-0607