

City of Santa Fe

Invitation to Bid

Agreement

Light & Heavy Towing Service

ITB # 21/42/B

NIGP Commodity Code: 96890, and 96379

Bid Due Date and Time: June 30, 2021@ 2:00 PM Mountain Standard Time

Bidder MUST complete as applicable and sign the following in order for the Bid to be valid (type or print clearly):

Company Name: _____ Address: _____
dba (if applicable): _____
Co. Email: _____
Co. Phone No.: _____
NM Gross Receipts Tax # (CRS) _____ Federal Tax ID # _____

Payment terms: _____ (e.g., Net 30. Discount will not be considered in computing the low bid, see “Terms and Conditions”)

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid.

Contractor’s Delivery: _____ (May be considered in the award)

Authorized Signature: _____ Print or type name: _____
Signatory Email: _____ Phone No: _____

* It is your responsibility as a bidder to ensure your bid is correct and accurate.

If you have any questions regarding this ITB please contact:

Procurement Specialist: **Jessica Chavez** Telephone No.: **(505) 629-8351** Email: **jjchavez@santafenm.gov**

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids.

If applicable, Bidder acknowledges receipt of the following amendment(s):

Amendment No. ____ Dated: _____ Amendment No. ____ Dated: _____

Bids are subject to the “Terms and Conditions” shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or his/her designee approves a purchase document in response to the bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the CPO or his/her designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this order.
 - b. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City of Santa Fe as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City of Santa Fe.
4. **County Furnished Property:** City of Santa Fe furnished property shall be returned to the City of Santa Fe upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The CPO or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City of Santa Fe and are in addition to and do not limit any rights afforded to the City of Santa Fe by any other clause of this order. **Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Requesting Department.
10. **Packing, Shipping, and Invoicing:**
 - a. The City of Santa Fe's purchasing document number and the Contractor's name, Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The Departments' count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT to the City of Santa Fe Chief Procurement Officer.
11. **Default:** The City of Santa Fe reserves the right to cancel all or any part of this order without cost to the City of Santa Fe, if the Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City of Santa Fe due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without

the fault or negligence of the Contractor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City of Santa Fe shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights of the City of Santa Fe provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or his/her designee.

13. **Nondiscrimination:** Contractor doing business with the City of Santa Fe must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **Penalties:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the City of Santa Fe in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Department are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Agreement without the prior written approval of the Requesting Department. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Requesting Department.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Requesting Department and the City of Santa Fe. The Requesting Department shall have the right to audit billings, both before and after payment. Payment for services under this Agreement shall not foreclose the right of the Requesting Department to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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Important Bidding Information

Submission of Bid: Due Date –June 30, 2021 at 2:00 P.M. (Local Time) at which time the sealed Bids will be recorded as received and opened

The Bid is to be delivered to:

Submissions of all Invitation to Bids must be accomplished via email to: purchasing@santafenm.gov.

All Bids received after the due date and time will be rejected and returned unopened.

Chief Procurement Officer (CPO): If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the CPO or his/her designee at least five (5) working days prior to the scheduled bid opening.

Any inquiries or requests regarding clarification of this solicitation shall be electronically submitted to the CPO or his/her designee in writing.

CPO contact information is:

Fran Dunaway, CPO, CNM
200 Lincoln Ave, Room 122
Santa Fe, NM 87505
Fadunaway@santafenm.gov

Bidders may contact ONLY the CPO or his/her designee regarding the terminology stated in the solicitation. Other City of Santa Fe employees do not have the authority to respond on behalf of the City of Santa Fe.

Bidders shall promptly notify the CPO or his/her designee of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City of Santa Fe will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

All Bidders must notify the CPO or his/her designee if any employee(s) of the requesting Department or the office of CPO have a financial interest in the Bidder:

_____ **No financial interest** _____ **Yes financial interest**

If yes specify by name: _____

The CPO or his/her designee shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.

Brand names and numbers are for reference only; equivalents will be considered. If bidding “equivalent” bidders must be prepared to furnish “complete data” upon request, preferably with bid, to avoid delay in award. Specifications on the bid are not to exclude any bidder or manufacture. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. “No substitute” specifications may be authorized ONLY if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Bidders must, upon request of the CPO or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. the CPO or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the City of Santa Fe. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Determination of Lowest Bidder – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City of Santa Fe in accordance with the specifications and terms & conditions set forth in the Bid. The City of Santa Fe reserves the right to award this Bid in total; by groups 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 his/her judgment, best serves the interest of the City of Santa Fe.

The CPO or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the City of Santa Fe.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the CPO or his/her designee.

F.O.B. Destination – Means goods are to be delivered to the destination designated by the Requesting Department which is the point at which the Requesting Department accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

Statement of Work

Under the terms and conditions of this Agreement the City of Santa Fe may issue orders for items and/or services described herein. The terms and conditions of this Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and this Agreement number.

Only written signed orders are valid under this Agreement.

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under the Price Schedule. Orders issued against this schedule will show the applicable Agreement item(s), number(s), and price(s); however, they may not describe the item(s) fully.

The prices quoted herein represent the total compensation to be paid by the City of Santa Fe for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the services or goods provided.

Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, Agreement number and the commercial parts number (if any) for each item; delivery shall be made as indicated by the Requesting Department. If contractor is unable to meet stated delivery the CPO or his/her designee must be notified.

Termination

The Requesting Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Requesting Department's uncured, material breach of this Agreement. Contractor shall give the Requesting Department written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Requesting Department's material breaches of this Agreement upon which the termination is based and (ii) state what the Requesting Department must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Requesting Department does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Requesting Department does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Agreement, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the Agreement may be cancelled effective immediately.

Amendment

This Agreement may be amended by mutual agreement of the CPO or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the CPO or his/her designee. Amendments affecting price adjustments and/or the extension of this Agreement's expiration date are not allowed unless specifically provided in the bid and agreement specifications.

Hold Harmless and Indemnification Clause:

Contractor shall indemnify and hold harmless the City of Santa Fe, its officers and employees against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Agreement. This Hold Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Agreement.

Quantities:

Quantities are estimated for bidding purposes only. Actual quantities may be significantly less or slightly more, depending on the needs of the City of Santa Fe.

Method of Award:

This Agreement is established as a source and convenience of the City of Santa Fe (City). Multiple awards will be made in the best interest of the City. It is the responsibility of the Requesting Department to utilize this Agreement to the best interest of the City.

Term:

The term of this agreement shall be for four (4) years from date of award. This agreement shall not exceed four (4) years.

Specifications:

Establish an Agreement for the City for Light & Heavy Towing Service.

The City/Environmental Services Division is requesting pricing for towing services for light and heavy vehicles.

The City/Environmental Services Division has over 50 Class "D" vehicles and 30 Class "C" (small vehicles) which from time to time need towing services. During regularly scheduled business hours, the Requesting Department is responsible for contacting a successful towing service to have the vehicle towed, including transportation of all passengers, to the nearest approved facility Within Santa Fe. When required delivery to Albuquerque. Vehicles driveline will need to be removed, air supplied, and safety lighting when required on all Class "D" vehicles. On all Class "C" vehicles a slider truck will need to be used.

Provide winching services when required.

Response time for required tows will be conducted within one hour of requested tow.

The City will require after hour services within one hour of requested tow. During off hours, the Requesting Department is responsible for contacting a successful towing service or a central radio dispatch. The successful towing service shall be responsible for the ensuring the safety and security of the Requesting Department's motor vehicle, including transportation of all passengers, to the nearest approved facility within Santa Fe.

Vendor is to provide a total flat rate that includes the hook-up, mileage rates, disabling the transmission and any other charges associated with towing a vehicle. Calls for emergency services (lock-out, fuel, tire change, battery chargers, Etc.) are to be at an additional charge.

The Vendor must have a contact telephone number which is monitored twenty-four hours daily.

Vendors must be registered with the New Mexico Public Regulation Commission, and follow all Motor Carrier Act rules and regulations.

Vendors must provide notice to the City of any violations which they have received within the past three years.

General Conditions:

The Requesting Department reserves the right to purchase services from any of the awarded contractor's based on the needs of the Requesting Department. The Requesting Department will determine and use the Agreement item which best serves the Requesting Department's needs, based on cost, delivery time, schedule of work and quality of services. All decisions by the Requesting Department will be final.

Escalation/Reduction Clause:

In the event of a product cost increase/decrease, an escalation/reduction request will be reviewed by the Requesting Department and the CPO or his/her designee on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increase/decrease will not be any sooner than fifteen (15) days from the request is received by the Requesting Department and the CPO or his/her designee. To facilitate prompt consideration, all requests for price increases must include all information below:

1. Contract Item Number
2. Current Item Price
3. Proposed New Price
4. Mill/Supplier Notification of price increase/decrease indicating percentage of increase/decrease including reason for increase/decrease.

This escalation policy will be terminated as soon as the market stabilizes.

Payment Provisions:

Within fifteen (15) days after the date the Requesting Department receives written notice from the Contractor that the payment is requested for services, construction or items of tangible personal property delivered on site and received, the Requesting Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the Requesting Department finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt or written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action. Upon certification by the Requesting Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and one half percent (1 ½%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency.

Contractors Note:

The conditions and specifications set out in the Invitation to Bid are inseparable and indivisible. Any contractor, by submitting a bid, agrees to be bound by all such conditions or specifications. All conditions and specifications in the Invitation to Bid and all other documents required to be submitted, shall be returned by the contractor in his/her bid package. Failure to do so or any attempt to vary or change the conditions or

specifications of the Invitation to Bid, shall at the discretion of the City of Santa Fe, constitute grounds for rejection of the entire bid. The City of Santa Fe will not accept any added stipulation by the vendor.

The contractor(s) shall be considered an independent contractor and not an employee of the City of Santa Fe. However, directions as to time and place of performance and compliance with the rules and regulations may be required by the Requesting Department.

Price Schedule:

Item	Approx. QTY	Unit	Article and Description	Class A/B	Class C	Class D
1.		Flat Rate	Towing Rate within the City of Santa Fe	\$	\$	\$
2.		Flat Rate	After Hours Towing Rate (5pm-8am)	\$	\$	\$
		Flat Rate	Towing rate to Albuquerque.	\$	\$	\$
4.		Per Mile	Deadhead/Excess Deadhead (Per Mile)	\$	\$	\$
5.		Hourly	Standby/Waiting Time Per Hour (On hold on scene)	\$	\$	\$
6.		Hourly	Recovery (per hour per towing Service)	\$	\$	\$
7.		Flat Rate	After Hours Delivery Charge	\$	\$	\$
8.		Flat Rate	Dollies	\$	N/A	N/A
9.		Flat Rate	Snow Chains/4WD	\$	\$	\$