

CITY OF SANTA FE
for
SANTA FE SOLID WASTE MANAGEMENT AGENCY

INVITATION TO BID
SECURITY SERVICES
FOR THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY
ITB No. '20/23/B

BID DUE:

July 16, 2020
2:00 P.M.

PURCHASING OFFICE
CITY OF SANTA FE
200 LINCOLN AVE., ROOM 122
SANTA FE, NEW MEXICO 87501
Purchasing@santafenm.gov

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INVITATION TO BID

ITB No. '20/23/B

Notice is hereby given that competitive sealed bids will be received **electronically** by the Santa Fe Solid Waste Management Agency via email only to the City of Santa Fe Purchasing Staff **until 2:00 p.m. local prevailing time on Thursday, July 16, 2020**. Any bid received after this deadline will not be considered. This Invitation to Bid (ITB) is to procure:

SECURITY SERVICES FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

Bids for security services must be submitted on the ***Bid Form*** provided herewith. Bidder shall bid all items listed on the Bid Form. Each Bidder shall conform to the conditions specified in the section entitled **Instructions to Bidders**. Bids may be held for sixty (60) days subject to action by the Agency. The Agency reserves the right to reject any or all bids in part or in whole.


Bid packets are available by contacting: Fran Dunaway, City of Santa Fe, Purchasing Office, at fdunaway@santafenm.gov. The ITB is also available at <http://www.santafenm.gov/bids.aspx>.

There will be no pre-bid meeting. Questions related to this bid shall be directed via email to Danita Boettner, Santa Fe Solid Waste Management Agency, at dboettner@sfswwma.org or by telephone (505) 424-1850, ext. 110.

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

ATTEST:


Fran Dunaway, CPO, CNMB, Purchasing Officer

Received by the Santa Fe New Mexican on June 8, 2020
To be published on June 10, 2020

Received by the Albuquerque Journal on June 8, 2020
To be published on June 10, 2020

BID SCHEDULE

ITB No. '20/23/B

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

EVENT	DATE
1. Advertisement	June 10, 2020
2. Issuance of ITB:	June 10, 2020
3. Receipt of Bids:	July 16, 2020 at 2:00 p.m. Local Prevailing Time Electronically submitted to the City of Santa Fe Purchasing Office Purchasing@santafenm.gov
4. Recommendation of Award to Joint Powers Board:	August 20, 2020

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Santa Fe Solid Waste Management Agency (herein called “Agency”), invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City of Santa Fe Purchasing Office until **2:00 p.m. local prevailing time on Thursday, July 16, 2020**. At this time, the City of Santa Fe Purchasing Officer will publicly open and read bid(s) aloud.

Bids must be received electronically via email only to the City of Santa Fe Purchasing Staff. Email for the purchasing staff is as follows: Purchasing@santafenm.gov. No late bids will be accepted. Include some lead-time for email delivery, as late-delivered bids will be determined to be non-responsive, no matter whose fault it was. The email subject line should clearly indicate the following information:

ITB No.: ‘20/23/B

ITB Title: Security Services for the Santa Fe Solid Waste Management Agency

The ITB number and title, and Bidder’s name and address must be included in the content of the email.

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

2. PREPARATION OF BID

All blank spaces for bid prices must be filled in, hand or typewritten. 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 five (5) 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. APPLICATION OF PREFERENCES IN PROCUREMENT

Resident Business Preference: To receive a Resident Business Preference pursuant to Section 13-1-21 NMSA 1978 the Bidder **must** submit with its bid, a copy of a valid

Resident Business certificate issued by the New Mexico Department of Taxation and Revenue.

If a Bidder submits a copy of a valid Resident Business certificate with its bid, the bid will be evaluated at five (5) percent lower than the bid received.

Certification by the New Mexico 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.

Resident Veteran Business Preference: To receive a Resident Veteran Business Preference pursuant to Section 13-1-22 NMSA 1978 the Bidder **must** submit with its bid, a copy of a valid Resident Veteran Business certificate issued by the New Mexico Department of Taxation and Revenue.

If a Bidder submits a copy of their Resident Veteran Business Preference certificate with its bid, the bid will be evaluated at ten (10) percent lower than the bid received.

Certification by the New Mexico Department of Taxation and Revenue for the resident veteran business requires the Bidder to provide evidence including, but not limited to, of gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

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

Local Preference: Local preference is not applicable, pursuant to the Agency's 2013 Purchasing Procedures and Finance Policy.

6. ADDENDA AND INTERPRETATIONS

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

Every request for such interpretations should be submitted via email to Fran Dunaway, CPO, CNMB, Purchasing Officer at fdunaway@santafenm.gov and to be given consideration must be received at least five (5) business days prior to the date set for the receiving of bids or July 9, 2020.

Any and all such interpretations and any supplemental instruction will be in the form of

written addenda to the ITB, which if issued, will be sent by facsimile, e-mail, or hand-delivered to all prospective Bidders who are known by the Agency to have received a complete ITB not later than three (3) business days prior to the date fixed for the opening of the bids or July 13, 2020. 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.

Addenda may be obtained from the City of Santa Fe, Purchasing Office via email from Fran Dunaway, CPO, CNMB, Purchasing Officer at fdunaway@santafenm.gov. Addenda will also be available at <http://www.santafenm.gov/bids.aspx>.

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

7. POWER OF ATTORNEY

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

8. LAWS AND REGULATIONS

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

9. COLLUSION

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

10. METHOD OF AWARD

The Agency reserves the right to award the ITB to the responsible Bidder(s) submitting a responsive bid with resulting agreements that are most advantageous and in the best interest of the Agency. The Agency reserves the right to award the ITB to multiple Bidders to meet the needs of the Agency in accordance with Section 13-1-153 NMSA 1978.

No important deviation from the terms of the bid specifications is acceptable. It is understood and agreed that the Agency reserves the right to reject any and all bids, as

authorized by law, and to award to other than the lowest Bidder at its discretion, provided that it is in the best interest of the Agency.

11. IDENTICAL BIDS

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

12. PROTESTS AND RESOLUTIONS PROCEDURES

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

13. PUBLIC INFORMATION

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

14. BRAND NAMES

All brand names specified in this bid are not meant to be restrictive, but to be used as descriptive or equal specification. Bidder should include enough information with the bid submitted so this determination can be made. The determination of the Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

15. TAX EXEMPT

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

16. COMPLIANCE WITH THE CITY OF SANTA FE AND SANTA FE COUNTY'S MINIMUM WAGE RATE ORDINANCES (LIVING WAGE ORDINANCES)

Bidder(s) will be required to submit their bid such that it complies with the City of Santa Fe

Living Wage Ordinance (§28.1 28-1.12 SFCC 1987) and Santa Fe County Living Wage Ordinance (2014-1 and amendment 2014-5) to the extent applicable. The successful Bidder will be required to comply with the ordinances to the extent applicable, as well as any subsequent changes to the Ordinances throughout the term of this contract.

17. SUBCONTRACTORS, SUPPLIERS AND OTHERS

- A. The Bidder, in the bid documents, must identify in writing to the Agency those portions of the Work that is proposed to be subcontracted, and after the Notice of Award, may only subcontract other portions of the work with the Agency's written consent.
- B. Bidder will not be required to employ any other subcontractor, other person or organization against whom he has reasonable objection.
- C. The Bidder shall list all Subcontractor names, addresses and type of work to be performed.
- D. The Subcontractor threshold amount for this project is \$5,000. The General Contractor must list all subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practices Act (13-4-31 through 14-3-43 NMSA 1988) shall apply.
- E. EXEMPTION: In accordance with the "SUBCONTRACTOR'S FAIR PRACTICES ACT", Section 13-4-35, the Bidder shall not be required to submit a Subcontractor's Listing form with the bid for contracts for construction, improvement or repair of streets or highways, including bridges, underground utilities within easements, including but not limited to water lines, sewer lines and storm sewer lines. The SUBCONTRACTOR'S FAIR PRACTICES ACT shall apply, however, to that portion of contracts for construction, improvement or repair of streets or highways which covers street lighting and traffic signals.

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

- F. For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT 13-4-31...43 NMSA 1978" summarized as follows, shall apply.
 - a. A Bidder may not substitute any Subcontractor listed unless the Agency approves in writing the substitution based on the following situations:

- i. The Subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;
 - ii. The Subcontractor fails or refuses to perform;
 - iii. The Bidder demonstrates to the Agency that the listed Subcontractor was due to an inadvertent clerical error;
 - iv. Acceptance of an alternate by the Agency causes the original Subcontractor's bid not to be low;
 - v. The Bidder can substantiate to the Agency that a Subcontractor's bid is incomplete, or;
 - vi. The Subcontractor fails or refuses to meet bond requirements of the Bidder.
- b. Prior to the approval of the contractor's request for substitution, the Owner shall give notice to the listed Subcontractor by certified mail. The Subcontractor shall have five (5) working days to submit written objections to the Agency. Failure to respond shall constitute Subcontractor's consent to the substitution. If written objections are received, the Agency shall give five (5) working days for notice of a hearing.
- c. No other substitutions of Subcontractors may be permitted by the Bidder, other than for requested change orders in the scope of the work or unless the Bidder can show that no bids were received.
- d. It shall be the responsibility of the Subcontractor to be prepared to submit performance or payment bonds if requested by the Bidder. If the Subcontractor, as per the provisions of item 1 above. (The requirement of such bonding must be included in the Bidder's written or published request for Subcontract bids).
- e. If the Bidder does not specify a Subcontractor, they represent that they shall perform the work.
- f. If the Bidder is claiming an inadvertent clerical error, notice shall be given to the Agency and the involved Subcontractor within two (2) working days of the bid opening. The Subcontractor shall have six (6) working days from the bid opening to submit written objections. Failure to respond shall constitute Subcontractor's agreement that an error was made.
- g. If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.
- h. By State statute, violation of this act may allow the Agency to cancel the Contract or assess the Bidder a penalty up to ten (10) percent of the subcontract involved, but in no case less than the difference between the amount of the listed Subcontractor and the Subcontractor used. The

Bidder shall be entitled a hearing after notice of intent to assess a penalty.

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

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DEFINITIONS AND TERMS

1. **Addendum:** means a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Invitation to Bid. Plural: addenda.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **Bidder:** means the companies or firms submitting a bid in response to this Invitation to Bid.
4. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
5. **City:** means the City of Santa Fe.
6. **Contract / Agreement:** means The Agency's Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms, as attached in the ITB as Appendix A.
7. **Contractor:** means the successful Bidder who enters into a binding contract.
8. **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).
9. **Invitation to Bid:** or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting bids (Section 13-1-102 NMSA 1978).
10. **Joint Powers Board (JPB):** means the governing body for the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station.
11. **Landfill:** means the Caja del Rio Landfill.
12. **Mobilization:** means the costs associated with the Contractor being on site at BuRRT or the Landfill including transportation, staff costs, per diems, and other applicable costs required to get equipment from origin to BuRRT and/or the Landfill.
13. **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.
14. **Purchasing Office:** means the City of Santa Fe Purchasing Office.
15. **Purchasing Officer:** means the City of Santa Fe Purchasing Officer.
16. **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 invitation to bid (Section 13-1-82 NMSA 1978).

17. **Responsive Bid:** means a bid that conforms in all material respects to the requirements set forth in the invitation to bid. Material respects of a bid include, but are not limited to, price, quality, quantity or delivery requirements (Section 13-1-84 NMSA 1978).
18. 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 bid.
19. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

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SPECIAL CONDITIONS

1. GENERAL

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

2. ASSIGNMENT

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

3. VARIATION IN SCOPE OF WORK

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

4. DISCOUNTS

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

5. TAXES

The Agency is exempt from gross receipts tax on tangible personal property, except those used in construction. Services provided to the Agency are not exempt. A tax exempt certificate will be issued upon written request.

Applicable taxes are not included in the Bidder's bid and will not be included in the bid evaluation.

6. INVOICING

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

(B) Invoice must be submitted to **Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506** and not the City of Santa Fe.

7. METHOD OF PAYMENT

- (A) Every effort will be made to process payments within thirty (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.
- (B) Contractor must register with the City of Santa Fe's Enterprise Resource Planning (ERP) System. Contractor's failure to do so will experience delays in processing of invoices and will not be able to do business with the Agency. Contractor can register online at <http://www.santafenm.gov/>.

8. DEFAULT

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

9. NON-DISCRIMINATION

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

10. NON-COLLUSION

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

11. 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 services agreement.

12. INSURANCE REQUIREMENTS

Insurance is required of the Contractor in the limits identified in the Sample Services Agreement, Section 13, attached hereto.

13. TERM

The term of the Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the Agency at the same price, terms, and conditions.

14. PRICE ADJUSTMENTS

Unless otherwise stated in the bid document, prices quoted on the Bid Form are to be firm for the duration of the contract. Any request for a price adjustment is subject to approval by the Joint Powers Board. The Contractor shall submit to the Agency sufficient justification to support the Contractor's request.

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SPECIFICATIONS

ITB No. '20/23/B

SECURITY SERVICES FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

This section of the ITB describes the Agency's requirements for Security Services at the Caja del Rio Landfill (Landfill) and the Buckman Road Recycling and Transfer Station (BuRRT). Bids shall be provided on the BID FORM.

Contractor shall provide the following security services for the Agency:

- A. Contractor shall use employees that are familiar with, trained in, and abide by the requirements for the Caja del Rio Landfill ("Landfill") and/or Buckman Road Recycling and Transfer Station ("BuRRT") set forth in this Agreement.
- B. Contractor shall use a four-wheel drive vehicle to patrol the Landfill and BuRRT. All vehicles used by Contractor must have decals designating the Contractor.
- C. Contractor shall immediately notify the fire department, sheriff's department, and the Executive Director and appropriate managers of the Landfill and/or BuRRT of any emergency.
- D. Contractor shall follow security industry standards in performing the work covered by this Agreement and shall provide written reports to the Agency on all activity Contractor observes in the course of performing that work.
- E. Contractor shall provide an effective GPS tracking and reporting system to track officer movement and provide confirmation of an officer's presence on the facility.
- F. The hours of security services (the "Shift") will be from 4:00 p.m. to 3:30 a.m. Monday through Saturday and from 4:30 p.m. to 3:30 a.m. on Sunday. These hours are subject to change upon seven (7) day notice to Contractor, and proposed changes shall be subject to negotiation between the parties. Emergency situations may require shorter notice of a change in the Shift.
- G. At the beginning of the Shift, Contractor shall close the front entrance gate of the Landfill to deter any incoming cash-paying hauler after 4:00 p.m. Monday through Saturday.
- H. Contractor shall provide security at BuRRT during the end-of-shift closings from 4:30 p.m. to 6:15 p.m. Contractor shall be stationed at the middle entrance gate to deter any incoming customer after 4:45 p.m. and until a majority of the BuRRT personnel leave the facility at or about 6:00 p.m.
- I. After all Landfill and BuRRT personnel leave the facilities, Contractor shall make periodic checks of the administration offices, scale houses, transfer station, HHW

collection center, maintenance building and other areas of the Landfill and BuRRT to ensure that they are locked and secured.

- J. Contractor shall perform a minimum of three (3) perimeter checks of the Landfill throughout the night between 7:00 p.m. and 3:30 a.m. A perimeter check includes both the perimeter dirt road and access roads.
- K. Contractor is required to turn off any heavy equipment that is left running if all the Landfill employees have left the facility.
- L. Contractor shall patrol BuRRT three (3) times throughout the night at different times randomly.
- M. Contractor shall document each patrol at the Landfill and BuRRT on a security officer daily log.
- N. Contractor shall have answering service 24 hours a day. Contractor shall respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.
- O. Contractor shall provide investigative services if and when required.
- P. Contractor shall supply professional uniforms for the employees it assigns to perform the work covered by this Agreement.
- Q. Contractor shall inform the Agency prior to allowing an employee who has been convicted of a felony or crime of moral turpitude to perform work for the Agency.
- R. At no time shall Contractor or its employees accept compensation of any kind from patrons of the Landfill or BuRRT.
- S. Contractor shall only allow employees to perform work for the Agency who:
 - 1. Are licensed and in compliance with the Private Investigations Act, NMSA 1978, § 61-27B-1;
 - 2. Are registered and in good standing with the New Mexico Bureau of Private Investigators;
 - 3. Are trained in standard security industry practices and have excellent work history;
 - 4. Have a minimum of six (6) months experience in police or security service;
 - 5. Can be relied upon to communicate clearly and coherently to Agency personnel, customers, members of the public, and emergency personnel in all situations, particularly in cases of emergency;

6. Possess the ability to pass a physical ability test and drug and alcohol testing; and
 7. Possess a valid New Mexico driver's license.
- T. Contractor shall not assign, reassign, promote, transfer or terminate an employee that has performed work for the Agency without providing the Agency with notice 48 hours in advance.

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SANTA FE SOLID WASTE MANAGEMENT AGENCY

BID SUBMITTAL FORM

ITB No. '20/23/B

EXCEPTIONS TO SPECIFICATIONS

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, terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods or services is at the expense of the Bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the Offeror's printed literature for the current standard model. Offeror's printed literature and specifications sheets shall be submitted with the bid.

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

Signed submission of this bid represents that the Bidder has accepted all specifications, terms and conditions 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.

Firm/Company Name

Mailing Address

Authorized Signature

City, State & Zip Code

Printed Name

Title

Email Address

Telephone Number / Fax Number

ADDITIONAL SUBMITTAL REQUIREMENTS

Bidder must complete and submit with their bid:

- Copies of any addenda issued in reference with this ITB
- Copy of City of Santa Fe Business License
- Copy of State of New Mexico CRS Tax Identification Number
- Copy of Resident Business Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.
- Copy of Resident Veterans Business Preference Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.

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BID FORM

ITB No. '20/23/B

SECURITY SERVICES

FOR THE

SANTA FE SOLID WASTE MANAGEMENT AGENCY

All Offerors MUST use the format provided

The Bid Form shall include all services described in the Specifications of this ITB.

<u>Item</u>	<u>Description</u>	<u>Weekly Cost</u>
Security Personnel Labor	80 Hours per Week; Inclusive of ALL Employees Assigned and Administration	\$
Vehicle Usage Fee	4-WD Vehicle for Patrolling Required	\$
GPS Tracking and Reporting Fee	GPS Tracking and Reporting System with Geofencing	\$
New Mexico Gross Receipts Tax (NMGRT)	Labor Only	\$
	Total Weekly Cost	\$
	X 52 Weeks/Year	
	Total Annual Cost	\$

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

BIDDER'S INFORMATION

Firm/Company Name

Address, City, State, Zip Code

Authorized Signature

Printed Name

E-Mail Address

Title

Telephone Number

Date

Fax Number

APPENDIX A
SAMPLE SERVICES AGREEMENT

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT
CONTRACTOR
(Security Services - 2020)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and CONTRACTOR (“Contractor”) for security services (ITB No. ‘20/23/B) 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 services subject to this Agreement are set forth in ITB No. ‘20/23/B and all related Contract Documents, including Contractor’s bid in response thereto, which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed XX Dollars and XX Cents (\$XX.XX).

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

C. Payment shall be made upon receipt and approval by the Agency of detailed

statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Work hereto attached in Exhibit A.

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on August 19, 2021, unless it is terminated sooner pursuant to Article 6 below.

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

6. TERMINATION

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

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. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

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

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

remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

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

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

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

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

8. CONFIDENTIALITY

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

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Contractor in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

10. 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.

11. 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.

12. 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.

13. 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 crime liability insurance throughout the term of this Agreement for employee dishonesty to cover no less than \$1,000,000 for each claim.

D. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$2,000,000 combined single limit for each accident.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. AMENDMENT

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

20. 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.

21. 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.

22. 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.

23. 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
	Fax: (505) 424-1839

Email: rkippenbrock@sfswwa.org

CONTRACTOR:

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

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

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hanson
Chairperson, Joint Powers Board

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date:

CONTRACTOR:

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

Scope of Services

SCOPE OF SERVICES

ITB No. '20/23/B

1. SCOPE OF SERVICES

Contractor shall provide the following security services for the Agency:

- A. Contractor shall use employees that are familiar with, trained in, and abide by the requirements for the Caja del Rio Landfill ("Landfill") and/or Buckman Road Recycling and Transfer Station ("BuRRT") set forth in this Agreement.
- B. Contractor shall use a four-wheel drive vehicle to patrol the Landfill and BuRRT. All vehicles used by Contractor must have decals designating the Contractor.
- C. Contractor shall immediately notify the fire department, sheriff's department, and the Executive Director and appropriate managers of the Landfill and/or BuRRT of any emergency.
- D. Contractor shall follow security industry standards in performing the work covered by this Agreement and shall provide written reports to the Agency on all activity Contractor observes in the course of performing that work.
- E. Contractor shall provide an effective GPS tracking and reporting system to track officer movement and provide confirmation of an officer's presence on the facility.
- F. The hours of security services (the "Shift") will be from 4:00 p.m. to 3:30 a.m. Monday through Saturday and from 4:30 p.m. to 3:30 a.m. on Sunday. These hours are subject to change upon seven (7) day notice to Contractor, and proposed changes shall be subject to negotiation between the parties. Emergency situations may require shorter notice of a change in the Shift.
- G. At the beginning of the Shift, Contractor shall close the front entrance gate of the

Landfill to deter any incoming cash-paying hauler after 4:00 p.m. Monday through Saturday.

H. Contractor shall provide security at BuRRT during the end-of-shift closings from 4:30 p.m. to 6:15 p.m. Contractor shall be stationed at the middle entrance gate to deter any incoming customer after 4:45 p.m. and until a majority of the BuRRT personnel leave the facility at or about 6:00 p.m.

I. After all Landfill and BuRRT personnel leave the facilities, Contractor shall make periodic checks of the administration offices, scale houses, transfer station, HHW collection center, maintenance building and other areas of the Landfill and BuRRT to ensure that they are locked and secured.

J. Contractor shall perform a minimum of three (3) perimeter checks of the Landfill throughout the night between 7:00 p.m. and 3:30 a.m. A perimeter check includes both the perimeter dirt road and access roads.

K. Contractor is required to turn off any heavy equipment that is left running if all the Landfill employees have left the facility.

L. Contractor shall patrol BuRRT three (3) times throughout the night at different times randomly.

M. Contractor shall document each patrol at the Landfill and BuRRT on a security officer daily log.

N. Contractor shall have answering service 24 hours a day. Contractor shall respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.

O. Contractor shall provide investigative services if and when required.

P. Contractor shall supply professional uniforms for the employees it assigns to perform the work covered by this Agreement.

Q. Contractor shall inform the Agency prior to allowing an employee who has been convicted of a felony or crime of moral turpitude to perform work for the Agency.

R. At no time shall Contractor or its employees accept compensation of any kind from patrons of the Landfill or BuRRT.

S. Contractor shall only allow employees to perform work for the Agency who:

1. Are licensed and in compliance with the Private Investigations Act, NMSA 1978, § 61-27B-1;
2. Are registered and in good standing with the New Mexico Bureau of Private Investigators;
3. Are trained in standard security industry practices and have excellent work history;
4. Have a minimum of six (6) months experience in police or security service;
5. Can be relied upon to communicate clearly and coherently to Agency personnel, customers, members of the public, and emergency personnel in all situations, particularly in cases of emergency;
6. Possess the ability to pass a physical ability test and drug and alcohol testing; and
7. Possess a valid New Mexico driver's license.
8. Contractor shall not assign, reassign, promote, transfer or terminate an employee that has performed work for the Agency without providing the Agency with notice 48 hours in advance.

2. BILLING LOCATION AND CONTACT

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Account Coordinator
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: emartinez@sfswma.org

3. CONTRACTOR'S UNIT PRICING

ITB '20/23/B - Security Services

Item	Description	Weekly Cost
Security Personnel Labor	80 Hours per Week; Inclusive of ALL Employees Assigned and Administration	\$
Vehicle Usage Fee	4-WD Vehicle for Patrolling Required	\$
GPS Tracking and Reporting Fee	GPS Tracking and Reporting System with Geofencing	\$
New Mexico Gross Receipts Tax (NMGRT)	Labor Only	\$
	Total Weekly Cost	\$
	X 52 Weeks/Year	
	Total Annual Cost	\$ _____