

City of Santa Fe

Invitation to Bid

Agreement

On-Call Landscaping Services

ITB # 21/19/B

NIGP Commodity Code: 98836, 98852, 98888, 98889

Bid Due Date and Time: 12/02/2020 2:00P.M.

Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (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.

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 (City) as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City .
4. **County Furnished Property:** City furnished property shall be returned to the City 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 and are in addition to and do not limit any rights afforded to the City 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's purchasing document number and the Contractor's name, Requesting 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 Requesting 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 Requesting Department and NOT to the City 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, 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 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 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 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 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: Pursuant to Section 13-1-158 NMSA 1978, 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.

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 City.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Requesting 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 Requesting 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. 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.

Important Bidding Information

Advertisement of Bid: 11/13/2020

Optional Pre-Bid Meeting Bid: 11/20/2020 Zoom:

<https://santafenmgov.zoom.us/j/9789847973?pwd=UFhPM29xaFRLbC9WUUYwSFQzTUk0dz09>

Submission of Bid: Due Date – 12/02/2020 at 2:00 P.M. (MST/MDT) 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 submitted to the CPO or his/her designee in writing.

CPO Designee contact information is:

Jessica Chavez
Telephone: 505-629-8351
Email: jjchavez@santafenm.gov

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

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 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.

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 bidding “equivalent” bidders must be prepared to furnish “complete data” upon request, preferably with bid, to avoid delay in award.

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. 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.

Awards

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 in accordance with the specifications and terms & conditions set forth in the Bid. The City 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.

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.

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 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 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 of slightly more, depending on the needs of the City.

Specifications:

Establish an Agreement for the City of Santa Fe (City) for On-Call Landscaping Services for City Facilities

Method of Award:

This Agreement is established as a source and convenience of the 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 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 CPO at the same price, terms and conditions. This agreement shall not exceed four (4) years.

Scope of Work:

The City of Santa Fe wishes to establish an On-Call Contract for Landscape Services for City Facilities **not to exceed \$200,000.00** annually exclusive of NMGRT. This work will include – but is not limited to mowing, weed-eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying (with approval from the City's Integrated Pest Manager), snow plowing, snow shoveling, excavation, erosion control, stormwater BMPs, fine grading, clean-up and green waste / waste disposal.

The Contractor shall be required to provide On-Call Landscape Services for any number of the activities listed under Scope of Work upon the request of the City. Once a need is identified, the City will issue a written Task Order to the Contractor detailing the services required. Upon receiving the City's request for services, the Contractor shall promptly provide the City with an estimate (based upon the rates submitted in the Bid Form), cost summary, and project schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on a project by project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed. The Contractor shall agree to provide required labor within 24 hours for emergency situations.

The City of Santa Fe Public Works Property Maintenance Manager shall be able to utilize this On-Call Contract as needed and as funding is available. All other City of Santa Fe staff will only be authorized to utilize this On-Call Contract with prior, written approval of the scope of work, from the Property Maintenance Manager or the Facilities Division Director, before commencing any work applicable to this On-Call Contract.

Contractor is responsible for all required permits and licenses required to perform this work. This may include, but is not limited to, the Contractor being licensed with a GB-98 (General Building) License, a Registered Landscape Architect, Urban Forester, Licensed Arborist.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. This responsibility shall include, but is not limited to, adherence to ANSI 300 standards for all tree work, to NMDOT standards for all revegetation seeding work and the City of Santa Fe Integrated Pest Management Program for all projects.

Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater BMPs.

Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

The term of this On-Call shall be for four (4) years and shall not exceed four (4) years.

NOTE: At the City’s discretion, multiple services agreements (i.e. contracts) with the Term of four (4) years may be awarded for the On Call Services described herein.

General Conditions:

The Requesting Department reserves the right to purchase materials 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 materials. All decisions by the Requesting Department will be final.

Contractors Note:

The conditions and specifications set out in the 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 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 Bid shall, at the discretion of the City, constitute grounds for rejection of the entire Bid. The City 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. 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:

Quantity	Bid Items	Unit	Unit Price
1	Mowing (Hand Mower)	Hourly	\$
1	Mowing (Riding Mower)	Hourly	\$
1	Weed-Eating	Hourly	\$
1	Stump Grinding	Hourly	\$
1	Chipping	Hourly	\$
1	Green Waste Tipping Fee	Hourly	\$
1	General Waste Tipping Fee	Hourly	\$
1	Diagnosis, project estimates, and troubleshooting – Hourly Rate	Hourly	\$
1	Port-A-Potty	Weekly	\$
1	Snow Plowing Streets, Roadways and Parking Lots	Hourly	\$
1	Snow Removal Sidewalks	Hourly	\$
	% Discount Offered On Miscellaneous Materials (optional)	%	\$
	Wage Rates for Projects Under \$60,000.00		
1	Superintendent – Regular Rate	Hourly	\$
1	Superintendent – Overtime Rate	Hourly	\$
1	Journeyman or Experienced Worker – Regular Rate	Hourly	\$

Quantity	Bid Items	Unit	Unit Price
1	Journeyman or Experienced Worker – Overtime Rate	Hourly	\$
1	Laborer – Regular Rate	Hourly	\$
1	Laborer – Overtime Rate	Hourly	\$
Wage Rates for Projects Over \$60,000.00			
1	Superintendent – Regular Rate	Hourly	\$
1	Superintendent – Overtime Rate	Hourly	\$
1	Journeyman or Experienced Worker – Regular Rate	Hourly	\$
1	Journeyman or Experienced Worker – Overtime Rate	Hourly	\$
1	Laborer – Regular Rate	Hourly	\$
1	Laborer – Overtime Rate	Hourly	\$